

GREENVILLE S.C.

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LIBERTY LIFE INSURANCE COMPANY
GREENVILLE, SOUTH CAROLINA

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CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, New South Development Corporation
hereinafter referred to as "OWNER," is the present owner in fee simple of real property located in Greenville
County, South Carolina, briefly described as follows: Southeast side of S. C. Highway
No. 291, in the City of Greenville, fronting 150 feet and running and
back to a depth of 275 feet

*Cancelled
Donnie S. Tankersley
S.M.C.*

THIS ASSIGNMENT IS HEREBY CANCELLED, THIS 13TH DAY OF JANUARY, 1977

Executed in the presence of:

Kathryn M. Blackstone

Mary W. Anderson

Notary Public for South Carolina

My commission expires May 29, 1984

LIBERTY LIFE INSURANCE COMPANY
By *Barry M. Newberry*
Vice President

JAN 13 '77

CHAPMAN & BROWN, P.A.

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OWNER irrevocably covenants that the tenant under said lease, upon demand and notice from MORTGAGEE of OWNER'S
default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said lease to MORTGAGEE without
liability to the tenant for the determination of the actual existence or any default claimed by MORTGAGEE.

MORTGAGEE shall have the right to assign the OWNER'S right, title and interest in said lease to any subsequent
holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the
mortgaged premises through foreclosure or otherwise. After OWNER shall have been barred and foreclosed of all right, title
and interest and equity of redemption in said premises, no assignee of the OWNER'S interest in said lease shall be liable
account to OWNER for the rents, income and profits thereafter accruing.

OWNER agrees to indemnify and hold the MORTGAGEE harmless of and from any and all liability, loss or damage
which MORTGAGEE may incur under said lease or by reason of this assignment, and of and from any and all claims and
demands whatsoever which may be asserted against MORTGAGEE by reason of any alleged obligation or undertaking to be
performed or discharged by MORTGAGEE under the said lease or this assignment. Nothing herein contained shall be con-
strued to bind MORTGAGEE to the performance of any of the terms and provisions contained in said lease, or otherwise to
impose any obligation on MORTGAGEE. Prior to actual entry and taking possession of the premises by MORTGAGEE, this
assignment shall not operate to place responsibility for control, care, management or repair of said premises upon MORTGAGEE,
nor for the carrying out of any of the terms and provisions of said lease. Should MORTGAGEE incur any liability in
this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any
such claims or demands, OWNER shall immediately upon demand reimburse MORTGAGEE for the amount thereof, in-
cluding costs and expenses and reasonable attorney's fee, and MORTGAGEE may retain possession and collect the rents,
income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

OWNER hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent
domain and directs that such award shall be paid direct to MORTGAGEE, Greenville, South Carolina.

OWNER, as additional security, specifically assigns to MORTGAGEE, any purchase proceeds receivable by reason of
tenant's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to

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DONNIE S. TANKERSLEY
S.M.C.

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