

wa 1082

East 50.0 feet to a point and turning and running thence South 28 - 29 East 758.38 feet to a point on the right-of-way of Whatley Circle the point of beginning, containing .88 acres, more or less.

And to that end the party of the first part hereby assigns and sets over unto the said SOUTHERN BANK AND TRUST COMPANY, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal or to be hereafter made, be the same written or verbal, including specifically, without limiting the generality hereof, the following leases:

1. Lease Agreement to K-Mart Corporation dated April 14, 1978, memorandum of which is recorded in book 1082, page 976.
2. Lease to Winn-Dixie Greenville, Inc. dated March 31, 1971, short form of which is recorded in book 912, page 523 and unrecorded amendments dated March 15, 1972, and June 16, 1978.
3. Lease to Richard Carpenter, Jr. dated November 7, 1973, recorded in book 991, page 337.
4. Lease to Southern Discount Company dated July 6, 1973, recorded in book 985, page 445.

It is understood and agreed that the party of the second part shall not exercise any of its rights under this assignment of rents unless and until there has been a default in the payment of the indebtedness secured by the mortgage hereinafter mentioned, or default in the payment of any other sums secured by said mortgage.

It is understood and agreed that the party of the first part shall not have the right to collect any installment or installments of rent in advance of the date prescribed in said lease or leases for the payment thereof.

And the party of the first part does hereby authorize and empower the said SOUTHERN BANK AND TRUST COMPANY, its successors and assigns, to collect the said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents as may now be due or shall hereafter become due to the said SOUTHERN BANK AND TRUST COMPANY, its successors and assigns, upon demand for payment thereof by said Bank, its successors or assigns. It being understood and agreed, however, that until

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