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COLLATERAL ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that Lewis Plaza, Inc.

, hereinafter called "Assignors" whether one or more, for valuable consideration, the receipt of which is hereby acknowledged, hereby sell, assign, transfer and set over unto THE PENN MUTUAL LIFE INSURANCE COMPANY, its successors and assigns, hereinafter called "Assignee", all the right, title and interest of each of Assignors in and to a certain lease, dated the 9th day of August 1948, on premises located at #6 West Plaza,

, County of Greenville Greenville , State of South Carolina

Lewis Plaza, Inc. , executed by

, as lessor, to Fatterson's of S. C., Inc.

, as lessee, for a term expiring December 31 , 1958, together with all benefits and advantages to be derived therefrom, as security for the performance of the certain bond or note given by Lewis Flaza, Inc.

to or for the benefit of

The Penn Mutual Life Insurance Company , and for the performance of the terms of the mortgage or deed of trust of the premises above referred to securing said obligation, and intended to be recorded, and agree on behalf of their respective heirs, executors, administrators, successors and assigns that:

- 1. If default shall be made in the making of any payment or payments under or in the performance of any of the terms of the bond, note, mortgage, or deed of trust, Assignee may, at its option, thereupon and from time to time so long as any default thereunder shall continue to exist, exercise all the rights and privileges of Assignors and each of them under the said lease, including, but not limited to, the right to collect rent or any other sums payable by lessee.
- 2. The lessee shall, upon demand of Assignee, make payment to Assignee of rent and any other sums due under the said lease without liability for the determination of the Assignee's right thereto.
- 3. Assignors and each of them warrant that there have been no modifications or extentions of the said lease; that no rent or other sums payable thereunder have been paid in advance; that without the consent of Assignee, Assignors will not modify or cancel said lease, reduce the rent provided for thereunder, or accept payment of rent in advance of its due date; that Assignors are the absolute owners of such lease and have made no other assignment thereof; and that to the best of the knowledge of each of Assignors, the lessee thereunder has no defense, set-off or counter-claim against the Assignors or any of them, except as follows: (If any exceptions, indicate below.)

None

IN WITNESS WHEREOF, each of the Assignors has hereunto set his hand and seal or has caused this assignment to be duly executed by its duly authorized officers and its corpor-Greenville, S. C. ate seal to be hereunto affixed at , this 27th day of 1952. June

Signed, Sealed and Delivered in the Presence of:

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THIS ISSIGNMENT,

I. . . . . . . . . . . . . . . . . . .

Wildred at Thong

LEWIS PLAZA, INC.

and

(Add acknowledgment if the assignment is to be recorded.)