APPROXIMENTS

- 4. IT IS AGREED AND UNDERSTOOD, by and between the parties hereto that there shall be no legal obligation on the part of the Assignee to collect the rentals as provided for in said lease contract that may exist on said mortgaged premises, nor shall Assignee be in anywise liable or responsible for the failure of the tenants of the Assignor to, pay said rentals, but when and if collected, said rentals shall be applied to said indebtedness as above stipulated. Assignor agrees to indemnify and hold Assignee harmless from and against any and all liability, loss, damage, cost, and expense which Assignee may incur under any of the Leases or by reason of this Assignment.
- 5. Assignee reserves unto itself the right to foreclose the aforesaid Mortgage at any time when a default shall exist, and this instrument shall in no wise operate to effect, impair, or diminish the rights granted Assignee under the aforesaid Mortgage and Note, but the rights contained herein are in addition to the rights and privileges given Assignee under and by virtue of said Note and Mortgage.
- 6. IT IS ALSO AGREED AND UNDERSTOOD that the Assignee shall incur no liability for the entrance by its agent upon the property for purpose of collection of rentals, issues, and profits as therein mentioned.

WITNESS THE SIGNATURE of the Assignor on this the day of year, 1983.

SUNBELT PROPERTIES, INC.

By: Deniel J. Messiner

STATE OF SOUTH CAROLINA )

OF GREENVILLE

In the Presence of:

COUNTY

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Donald F. Waggoner, President of Sunbelt Properties, Inc. sign, seal and as his act and deed, deliver the within written Assignment of Leases, Rents and Incomes and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 2nd day of June, 1983.

Notary Public for South Carolina My commission expires 1-20-93 \_\_\_(LS)

AND BANKER (CONTROL OF A CONTROL OF THE SPECIAL SECTION OF THE CONTROL OF THE CON

Linda M. Bran

RECORDED JUN2 1983 at 3:17 P.M.

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