

running with the line of Tract No. 1, S 26-11 W 102 feet to an iron pin at the southerly corner of Tract No. 1; thence turning and continuing with the line of Tract No. 1, N 63-49 W 264 feet to the point of beginning.

This is a portion of the property conveyed by Mary McA. Apperson, et al. to McAlister Development Company by the deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 819, at pages 91 through 98.

The term of this Assignment shall be until that certain Note (or any extension or renewal thereof), dated May 18, 1967, amended by instrument dated June 13, 1968, made, executed and delivered by the party of the first part to the party of the second part, covering the above described premises for the sum of Four Million One Hundred Fifty Thousand and no/100 (\$4,150,000.00) Dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, cancelled and released, and the releasing of said Mortgage shall constitute a release hereof.

And to that end the party of the first part further assigns, sets over, transfers and conveys unto the said party of the second part 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 leases set forth on Schedule A attached hereto and made a part hereof.

A number of the leases itemized in Schedule A contain a provision to the effect that the Tenant, if requested by the Landlord (party of the first part herein), will subordinate its rights thereunder to the lien of any bona fide mortgage or deed of trust covering the demised premises. The party of the first part, assignor, expressly covenants and agrees with the party of the second part that the party of the first part, for so long as this assignment is effective, will not request any Tenant under any of the aforesaid leases to subordinate its rights under its lease to the lien of the mortgage referred to above, given by the party of the first part to the party of the second part.

The party of the first part does hereby specifically assign and set over to party of the second part its rights to exercise the option contained in the Rider to Article 5(b)(ii) of the Kress of McAlister, Inc. lease, dated May 3, 1967, as modified by agreement dated June 17, 1968.

The party of the first part does hereby specifically assign and set over to the party of the second part such sum or sums of money as may become due and payable to party of the first part as Landlord, pursuant to Article 21 of the Walgreen Co. lease, dated March 8, 1967, as modified by agreement dated June 17, 1968.

And the party of the first part does hereby authorize the said party of the second part to collect the rents payable under all of said leases above referred to 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 party of the second part upon demand for payment thereof by party of the second part. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the Mortgage herein mentioned, or default in the payment of any other sums secured by said Mortgage, or default in the performance of any of the covenants set forth in said Note or said Mortgage; and, until such demand is made, the party of the first part is authorized to collect, or continue collecting, said rents, but such privilege to collect, or continue collecting, as aforesaid by the party of the first

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