GREENVILLE CO. S. C.
OCT 19 3 14 PM '70
OLLIE FARNSWORTH
R. M. C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) CONDITIONAL ASSIGNMENT OF LEASES

WHEREAS, the undersigned B. Jack Foster, hereinafter referred to as "Owner", has this day executed and delivered to First Federal Savings and Loan Association of Greenville, hereinafter referred to as "First Federal", his certain mortgage deed, securing a note for the sum of $ 85,000.00, covering certain commercial property located at the intersection of Laurens Road and East Washington Street and Haviland Avenue in Greenville, S. C., which property is more fully described in said real estate mortgage being recorded in the R. M. C. Office for Greenville County in Mortgage Book 1169 at Page 580, reference to which is hereby craved, and

WHEREAS, a portion of the property described in said mortgage has been demised, leased, or subleased by the Owner to the following persons, firms, or corporations:

Day-Nite Food Stores, Inc. by lease dated June 15, 1970
Conda Baird, by lease dated January 22, 1970
Block of South Carolina, Inc. and assigned to H & R Block of South Carolina, Inc., by lease dated December 1, 1969

WHEREAS, as additional security for said mortgage loan, the Owner is hereby executing in favor of First Federal a Conditional Assignment of the Owner's interest in said leases or subleases;

NOW, THEREFORE, KNOW ALL MEN that in consideration of the premises and the sum of One Dollar ($1.00) to me in hand paid, the receipt whereof is hereby acknowledged, the Owner hereby assigns, transfers, and sets over unto First Federal the aforesaid leases or subleases as additional security to the mortgage deed aforementioned; and the Owner covenants and agrees that he will not, without the prior consent of First Federal,

(a) Cancel any such lease or sublease unless the Owner and the lessee or subleassees shall execute a new lease or sublease which shall take effect prior to or simultaneously with such cancellation, such new lease or sublease to provide for a rental not less than the rent payable under the cancelled lease and to run to a date which shall not be prior to the expiration date of the cancelled lease; nor

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