STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OLLIE FARNSWORTH R.M. C. PARNS 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 \$250,000.00, covering certain commercial property located at the intersection of Laurens Road, East Washington Street, Haviland Avenue and Boyce Springs 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 1211 at Page 403, 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:

Da-Nite Food Stores, Inc., dated June 15, 1970, 5 years beginning July 15, 1970;

Jack E. Anthony and Sylvia J. Anthony (Beauty Salon), undated; 5 years beginning October 1, 1971 (5-year option);

Tandy Corporation, d/b/a Radio Shack; dated June 7, 1968; 5 years beginning September 1, 1968; (5-year option)

Security Life Insurance Company of Georgia; dated October 22, 1970; 10-year lease beginning January 1, 1971;

Neil E. Connor, dated July 7, 1971; 5-year lease beginning August 1, 1971; (5-year option);

Charles A. Lindsey, dated November 18, 1970; 5-year lease beginning January 1, 1971; (5-year option);

Sam Lagares; dated August 20, 1971; 5-year lease beginning October 1, 1971; Harold P. Parker, Jr., B. J. Townes and Dr. Ted Watson; dated July 1, 1970; 5-year lease beginning July 1, 1970; (5-year option)

William H. Keith, II and Ellen M. Keith, dated July 31, 1968; 5-year lease beginning October 1, 1968; (5-year option); together with sublease from William H. Keith, II and Ellen M. Keith to O. H. Fisher and James L. Laur;

Bell Plaza Hardware (J. F. Coker), dated September 1, 1971; 5-year lease beginning September 1, 1971;

W. Fuller Horton, Jr. (Wedding & Candid Photograph); dated September 21, 1971; 5-year lease beginning October 15, 1971; (5-year option);

Block of South Carolina, Inc; dated December 1, 1969; 4 years, 3 months lease beginning January 15, 1970; (lease is assigned to H & R Block, Inc.).

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

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