

FILED
 GREENVILLE, S.C.
 STATE OF SOUTH CAROLINA)

MAR 27 1973
 COUNTY OF GREENVILLE)

DEANNE L. MCKENSLEY
 R.M.C.

CONDITIONAL ASSIGNMENT OF
 LANDLORD'S INTEREST IN LEASE

WHEREAS, Comprops, Ltd., a Partnership consisting of I. H. Jacobson and Melvin Solomon, hereinafter referred to as "Owner" is the present owner of a leasehold estate (created under Lease Agreement dated December 31, 1970, between John T. Douglas and L. A. Moseley, Lessors, and Mid-South Development Company, Inc., as Lessee, memorandum of which is recorded in the Greenville County RMC Office in Deed Book 910 at Page 595) in certain real property located at the northwestern corner of the intersection of South Carolina Highway 291 (Pleasantburg Drive) and East Faris Road in the City of Greenville, Greenville County, South Carolina, and more particularly described in the above-referred to Lease Agreement, and

WHEREAS, the Owner acquired said leasehold estate by purchase from Mid-South Development Company, Inc., a Texas corporation (hereinafter referred to as "Mid-South") and as part of the consideration therefor, Owner agreed to assume, pay and perform:

(1) All of Mid-South's obligations under the aforesaid Lease Agreement dated December 31, 1970, between John T. Douglas and L. A. Moseley and Mid-South; and

(2) All of Mid-South's obligations under that certain note and mortgage given to Southern Bank and Trust Company, Greenville, South Carolina, dated March 12, 1971, in the original principal amount of \$750,000.00, and that certain note given to Southern Bank and Trust Company dated June 9, 1972, in the original principal amount of \$250,000.00, and

WHEREAS, all of the property acquired by Owner from Mid-South has been demised to Sam Solomon Company, Inc., a South Carolina Corporation, under a Lease dated March 13, 1973, for a term of years, hereinafter referred to as the "Lease", and

WHEREAS, Mid-South as a condition to selling and conveying the leasehold estate treated under the Lease Agreement with John T. Douglas and L. A. Moseley dated December 31, 1970, has required as security for the payment and performance of the obligations assumed by the Owner, an assignment of the Owner's interest in the Lease with Sam Solomon Company, Inc., which assignment shall run in favor

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