

L. 153334

(COPY FOR LINCOLN LIFE -- to be recorded)

RECORDING FEE PAID \$ 1.50

FILED GREENVILLE CO. S. C.

ASSIGNMENT OF LEASE

VOL 971 PAGE 215

MAR 27 4 55 PM '73

in consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, McDONALD'S CORPORATION, a Delaware corporation, whose address is McDonald's Plaza, 2111 Enco Drive, Oak Brook, Illinois 60521, -----

(hereinafter called Assignor) hereby assign/s to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (hereinafter called Assignee), an Indiana corporation, whose address is 1301 South Harrison Street, Fort Wayne, Indiana, and to its successors and assigns, all right, title and interest of the Assignor in, to and under that certain lease dated November 25, 1970, executed by Franchise Realty Interstate Corporation (assigned to McDonald's Corporation) ----- as Lessor or Landlord, and by Lees, Korf & Frankel Operating Corporation (assigned to Wad, Inc.) -----

as Lessee or Tenant, together with all rents and other sums, including any penalty, any bonus and any amount to be paid upon exercise of any option to purchase, due and becoming due thereunder, with full right and authority to collect such amounts and to give receipt and acquittance therefor, which lease covers all or a portion of certain real estate situated in or near the City of Greenville, County of Greenville, State of South Carolina, commonly known as 2109 Wade Hampton Boulevard in said city, being a parcel of land situated 150 feet in a northeasterly direction from intersection on Balfer Drive and Greenville Industrial Park Inc.

The complete legal description of said real estate is contained in the mortgage hereinafter mentioned.

This assignment shall cover and apply to any existing or future amendment, supplement, ~~xxx~~ modification or replacement of the aforesaid lease and to any short or memorandum form of said lease executed for recording purposes, which are identified as follows: (if there be any such)

- Supplement dated March 5, 1971;
- Amendment dated Sept. 1, 1972.

This assignment is given as additional security for payment of a mortgage loan of ONE HUNDRED FIFTY-ONE THOUSAND AND NO/100 ----- Dollars (\$ 151,000.00), made to Assignor, represented by one note and a mortgage (or security deed or deed of trust) securing the same, each of which is dated March 12, 1973, covering the leased real estate and improvements. Acceptance of this assignment shall not impair, affect, or modify any of the terms and conditions of said note or the mortgage securing same.

This assignment is absolute and is effective immediately and includes any extensions, ~~xxx~~ renewals or replacements of the said lease. However, notwithstanding that this assignment is effective immediately, still, until notified by the Assignee in writing that a default has occurred under the terms and conditions of the above described note or mortgage, Lessee shall continue to pay to the Assignor the rentals coming due under said lease as and when they accrue according to the lease terms, it being understood, however, that in no event shall Assignor collect rent for more than 45 days in advance.

Assignee shall not be liable for failure to collect rentals or failure to enforce performance by the Lessee.

Assignee may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of the Assignor and may recover any money advanced for any such purpose from Assignor on demand, with interest at the maximum rate set out in the said note from date of advancement, and may reimburse itself for amounts so advanced, with interest, from any rents collected and if not so repaid then any balance shall be added to said mortgage debt and shall be secured by said mortgage. Likewise Assignee may, at its option, exercise any option or election for and on behalf of Assignor.

Assignor represents that the said lease is in full force and effect according to its terms; that it has not been amended or modified except by the instruments, ^(if any) herein above identified; that Assignor is not in default thereunder; that Assignor has not sold, assigned, pledged, or encumbered the said lease or rentals; that Assignor has not heretofore given his consent that the Lessee may make alterations or improvements or his consent to an assignment of the lease by the Lessee; ~~that the Assignor has not~~ and that rent has not been paid for more than 45 days in advance.

(continued on next page)

---(OVER)---

Form 10088 12-66

cancelled
Done & Acknowledged
RMC
#46841 Deed BL 1523 pg 4 2
7-19-93