



ASSIGNMENT OF LEASE

This Assignment of Lease entered into as of this 20th day of Feb, 1974, by and between Richard G. Kitterman

(hereinafter referred to as "Borrower") party of the first part; and BANKERS TRUST (hereinafter referred to as "SBA"/"Bank" as the case may be) party of the second part; witnesseth that:

WHEREAS, by Lease recorded in Greenville County in Book No. 1974, dated the 20th day of Feb, 1974, F. B. Halters (Lessor) leased unto Borrower, the premises briefly described as: 1808 AUGUSTA RD.

WHEREAS, SBA/Bank has agreed to make a Loan in the amount of \$ 50000 to the Borrower, one of the conditions of which requires that the party of the first part assign its rights, title and interest in said Lease, with the right to reassign same, as additional security for said Loan;

NOW, THEREFORE, for and in consideration of the making of a loan by SBA/Bank to Borrower, Borrower does hereby assign, transfer and set over unto the SBA/Bank, with the right to reassign, all of its rights, title and interest in and to the Lease and in and to the demised premises; it being nevertheless expressly understood and agreed that this Assignment of Lease is made by the party of the first part to the SBA/Bank upon the following terms, covenants, limitations, and conditions:

- 1. Borrower shall retain possession of the leased premises in accordance with the terms and conditions of the Lease so long as no default is made in the payments of the Note or in any agreement evidencing said Loan.
2. If default be made by the Borrower in the payment or performance of the Loan, then SBA/Bank shall have the option of taking over the leased premises, provided, however, that in the event SBA/Bank elects to exercise said option of taking over the demised premises for the purpose of operating the same, written notice of its election so to do shall be mailed promptly by SBA/Bank to the Lessor. Upon the exercise of such option, the SBA/Bank shall be deemed to be substituted as the Lessee in said Lease in the place and instead of the Borrower, and shall be deemed to have assumed expressly all of the terms, covenants, and obligations of the Lease theretofore applicable to the party of the first part, and shall likewise be entitled to enjoy all of the rights and privileges granted to the Borrower under the terms and conditions of the Lease, with the right to reassign same.
3. It is understood and agreed that so long as the SBA/Bank shall not have exercised its option under the foregoing provisions hereof as to the leased premises, the SBA/Bank shall not be liable for rent or any obligation of the Borrower under and by virtue of or in connection with the Lease, and the Borrower shall remain liable for such rent and obligations.

IN WITNESS WHEREOF, Borrower has executed or caused to be executed this Agreement and Assignment of Lease and has affixed or caused to be affixed his seal.

WITNESS: Terry L. Miller

Richard G. Kitterman (Borrower)

CONSENT: F. B. Halters (Lessor)

SWORN TO and subscribed before me this 20th day of February, 1974.

FRANK D. HALTEN (Acknowledgment, as required) Marshall C. Helms

Notary Public for S. C. My Commission Expires: DEC 30, 1980

RO IV Form 79 (8/70) The foregoing instrument was acknowledged by me on July 12, 1974.

Linda S. Thompson

RECORDED JUL 18 1974

4328 RV-2