

GREENVILLE CO. S. C.  
CONDITIONAL ASSIGNMENT OF RENTS

WHEREAS, Sherwood Court Apartments, Inc., a corporation created and existing under the laws of the State of South Carolina, with its principal place of business in Greenville, South Carolina, (hereinafter called "Company") is well and truly indebted to Curtis L. Kelley and Wilhelmina A. Clary of Greenville, South Carolina (hereinafter sometimes collectively called "Assignees"), in the full and just sums of Eighty-Six Thousand Five Hundred Twenty and No/100 Dollars (\$86,520.00), and Twenty-Four Thousand Six Hundred Ninety-six and No/100 Dollars (\$24,696.00), respectively, evidenced by two (2) promissory notes and secured by two (2) mortgages executed by the Company covering nine (9) duplex apartment units owned by the Company and located at Ridgeland Drive and Sherwood Court, Greenville, South Carolina;

WHEREAS, the Company intends, from time to time, to rent the nine (9) duplex apartment units to various tenants; and

WHEREAS, the Assignees as a condition to selling their stock in the Company, have required as additional security for the purchase price a conditional assignment of the company's interest in the rents derived from the nine (9) duplex apartment units;

NOW, THEREFORE, know all men by these presents, that in consideration of the foregoing and of the sum of One and No/100 Dollar (\$1.00) paid by each Assignee to the Company, the receipt whereof is hereby acknowledged by the Company, the said Company hereby assigns, transfers and sets over unto Curtis L. Kelley, as additional security, the right to receive the rents from seven (7) duplex apartment units located at Ridgeland Drive and Sherwood Court, Greenville, South Carolina, on Lot numbers 1, 2, 3, 4, 5, 6, and 7; and the said Company hereby assigns, transfers and sets over unto Wilhelmina A. Clary, as additional security, the right to receive the rents from two (2) duplex apartment units located at Ridgeland Drive and Sherwood Court, Greenville, South Carolina, on Lot numbers 8 and 9.

PROVIDED, HOWEVER, by acceptance of this Agreement, the Assignees covenant and agree with the Company that, until a default shall occur in the making of

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