

va 1022 16: 832

THIS ASSIGNMENT is made for the purpose of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by a certain Mortgage Note (it being agreed that the word "note" as hereinafter used shall be construed to mean "bond" if the context so requires), including any extensions or renewals thereof, in the original principal sum of FIVE HUNDRED TEN

THOUSAND AND NO/100-----

Dollars (\$ 510,000.00) made by COMMERCE SERVICE COMPANY

to

THE SOUTH CAROLINA NATIONAL BANK

and dated

the 18th day of August, 1975 and secured by Mortgage

(it being agreed that the word "mortgage" as hereinafter used shall be construed to mean "trust deed" or "deed of trust" or "deed to secure debt" if the context so requires) on real property situated in Greenville County, South Carolina, and described by metes and bounds as follows:

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of Anderson Road and the northern side of Commerce Road, according to a plat entitled "Commerce Service Company" dated July 29, 1975, by Piedmont Engineers, Architects and Planners, said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the southern right-of-way of Anderson Road, said iron pin being the northeast corner of the intersection of Commerce Road and Anderson Road and running thence with Anderson Road N. 38-55 E., 256.15 feet to an iron pin; thence S. 40-52 E., 50.80 feet to an iron pin; Thence S. 44-32 E., 127.64 feet to an iron pin at the edge of a concrete loading dock; thence N. 69-17 E., 24.92 feet to an iron pin; thence S. 20-36 E., 525.60 feet to an iron pin; thence S. 69-24 W., 325.18 feet to an iron pin on the eastern edge of Commerce Drive; thence with the eastern edge of Commerce Drive N. 20-36 W., 542.15 feet to an iron pin at the intersection of Commerce Drive and Anderson Road; thence continuing with said intersection N. 9-10 E., 19.84 feet to an iron pin, the POINT OF BEGINNING.

B. Payment of all other sums with interest thereon becoming due and payable to the assignee under the provisions of this assignment or of said note and mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of the assignor contained herein or in said note and mortgage.

THE ASSIGNOR WARRANTS that the assignor is the sole owner of the entire lessor's interest in said lease; that said lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; that the lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said lease has been assigned or anticipated and that no rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of said lease.

THE ASSIGNOR COVENANTS with the assignee to observe and perform all the obligations imposed upon the lessor under said lease and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said lease or from the premises described in said mortgage in advance of the time when the same shall become due; not to execute any other assignment of lessor's interest in said lease or assignment of rents arising or accruing from said lease or from the premises described in said mortgage; not to alter, modify or change the terms of said lease or cancel or terminate the same or accept a surrender thereof without the prior written consent of the assignee; at the assignee's request to assign and transfer to the assignee any and all subsequent leases upon all or any part of the premises described in said lease or said mortgage and to execute and deliver at the request of the assignee all such further assurances and assignments in the premises as the assignee shall from time to time require.

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