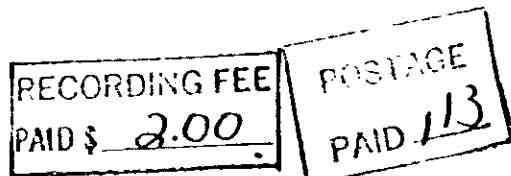


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DONNIE S. TANKERSLEY
R.M.C.

ASSIGNMENT OF LEASE(S)

FOR VALUE RECEIVED, NALLEY COMMERCIAL PROPERTIES, INC., a South Carolina corporation, hereinafter called the Lessor, hereby assigns, transfers, and sets over by first and prior assignment unto THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation hereinafter called the "Company", its successors or assigns, all rents and all its right, title and interest in and to the herein described Leases, riders attached thereto and any amendments thereof, ~~as an inducement to the Company to either make or to purchase a loan previously made to the undersigned and~~ as additional security for the note ~~evidencing such loan; said note being payable to~~ General Mortgage Company in the amount of \$1,050,000.00, which note is secured by a Mortgage, both the note and mortgage being dated July 6, 1962 x *

The Leases assigned herein are as follows:

1. Lease dated March 28, 1962 between G. B. and LaVonne E. Nalley, predecessors in title to Lessor herein, and F. F. - Fields of Virginia, Inc., as amended.
2. Lease dated November 11, 1975 between Lessor and Bi-Lo, Inc.

*and which mortgage is of record in R.E.M. Book 894, Page 528, Office of RMC for Greenville County. Said note and mortgage were assigned to Company by Assignment of record in said Office at R.E.M. Book 898, Page 220.

The Leases herein assigned relate to the premises described in Exhibit "A" attached hereto and made a part hereof. Reference is hereby made to each Lease for a description of the space covered thereby.

This assignment is being made, however, subject to the following terms and conditions, to-wit:

1. The Lessor shall retain control and management of the leased premises and shall receive and appropriate to his own use all income therefrom until there shall be a default under the aforesaid mortgage; however, in the event there is any such default, the Company shall immediately have the right to take control and management of the premises and demand, collect and apply all net rents from the leased premises upon its said indebtedness in such a manner as it may elect, and the said Lessees are hereby authorized upon such demand of the Company to pay the said rents in accordance with this assignment, without requiring proof of any such default.
2. This assignment is expressly made subject to and is limited by the promises, undertakings and agreements required of the Lessor in the said Leases, but the Company assumes no financial responsibility to the Lessees or any obligation to do, perform or attend to any of the matters or things required by the leases to be done, performed or attended to by the Lessor, but the Lessees shall look to the Lessor and to the rents from the leased premises for their protection and reimbursement.
3. Provided, however, notwithstanding any other provisions of this assignment, the Company is assigned and hereby reserves the right to receive any and all notices of default given by the Lessee pursuant to the terms of any leases assigned herein, but this reservation shall not prohibit such Lessee from giving an additional notice of default to the Lessor. This paragraph No. 3 shall not apply to any lease assigned herein that already requires the Lessee in such lease to give all notices of default to the Company.