

sum of Three Hundred Thousand (\$300,000.00) Dollars, made by the undersigned Assignor to First Federal Savings and Loan Association of Lancaster, dated June , 1976, (in this assignment called the "note") and secured by a mortgage (in this assignment called the "mortgage") on real property commonly known as 1400 Cleveland Street, Greenville, South Carolina, and legally described as in the mortgage (reference being made to that description as though fully set forth here); and

(b) Payment of all other sums, with interest, becoming due and payable to Assignee under this assignment or under the note and mortgage; and

(c) Performance and discharge of each and every obligation and agreement of Assignor under this assignment or under the note and mortgage.

2. WARRANTIES OF ASSIGNOR. Assignor warrants:

(a) That Assignor is the sole owner of the entire lessor's interest in the leases;

(b) That the leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever;

(c) That the lessees are not in default under any of the terms, covenants or conditions of the leases; and

(d) That no rents reserved in the leases have been assigned or anticipated.

OBLIGATIONS OF ASSIGNOR. Assignor agrees:

(a) To observe and perform all obligations imposed upon the lessor under the assigned lease;

(b) Not to collect any rents, income or profits accruing under the leases or from the premises in advance of the time when they shall become due;

(c) Not to execute any other assignment of lessor's interest in the leases or assignments of rents accruing under the leases or from the premises;

(d) At Assignee's request to assign to Assignee any subsequent lease upon any part of the premises described in the lease and to execute and deliver to Assignee such further assurances and assignments in the premises as Assignee shall from time to time require.

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