

FILED
GREENVILLE CO. S. C.
JUL 22 9 35 AM '76
DONNIE S. TANKERSLEY
R.M.C.)

VOL 1039 PAGE 979

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE)

ASSIGNMENT OF LEASE

For value received, Jack E. Shaw of Greenville, South Carolina (hereinafter called Assignor), hereby grants, transfers and assigns to Bankers Trust of South Carolina (hereinafter called Assignee), the entire lessor's interests in and to the following lease of real estate:

Lease Agreement between Jack E. Shaw as Landowner and Cedric's Incorporated as Tenant dated January 9, 1976, covering property described on Schedule A attached hereto, said lease being for a term of fifteen (15) years.

Together with all rents, income and profits arising from the lease, and its renewals and together with all rents, income and profits for the use and occupation of the premises described in the lease, or in the mortgage referred to in this Assignment and, at the option of the Assignee, from all leases upon the premises which may be executed in the future during the term of this Assignment.

1. OBLIGATIONS SECURED. This assignment is made to secure:

(a) Payment of the principal sum and interest evidenced by a note and any amendments, extensions or renewals of it, in the original principal sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), made by the undersigned Assignor to Bankers Trust of South Carolina, dated July 21, 1976, (in this assignment called the "note") and secured by a mortgage (in this assignment called the "mortgage") on the real property described on Schedule A attached hereto; 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 lease;

(b) That the lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever;

0979

4328 W-23