

THIS ASSIGNMENT is made for the purpose of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by a certain 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 Forty Three Thousand Dollars

Dollars (\$ 543,000.00 ) made by Terry Properties, a partnership and Terry Properties, II, a partnership to South Carolina National Bank and dated the 27 day of October, 1976 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.

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of a fifty (50) ft. road leading from the Ashmore Branch Road and being shown on the plat of property prepared for Terry Construction Company, Inc., dated October 20, 1976, prepared by Morgan and Applewhite Engineering Associates, Anderson, South Carolina, recorded in the RMC Office for Greenville County in Plat Book 57 at Page 94, containing 3.3961 acres and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in line of property now or formerly of Southeastern Sprinkler Co., Inc., said iron pin being S.26-21-43 E.235.33 ft. from an iron pin on the southeastern side of Ashmore Branch Road, said iron pin being at the corner of property of Jetmar Company, a partnership and property now or formerly of Southeastern Sprinkler Co., Inc., and running thence with the line of property now or formerly of Southeastern Sprinkler Co., Inc., S.26-21-43 E.445.3 ft. to an iron pin at the property line for the right-of-way for the Southern Railway System lead track; thence continuing with said right-of-way S.62-09 W.253.16 ft.; thence continuing with said lead track S.62-09 W.190.45 ft. to an iron pin; thence leaving said lead track and running with the line of property now or formerly of Jetmar Company, a partnership N.27-51 W.323.40 ft. to an iron pin to a point on the southern side of a fifty (50) ft. road leading from the Ashmore Branch Road; thence with the southern side of said road N.62-09 E.190.45 ft. to an iron pin thence continuing N.62.09 E.139.76 ft. to an iron pin; thence with curve of said road the chord of which is N.17-53-39 E.174.46 ft. to an iron pin, the point of beginning.

Also, together with a non-exclusive easement of ingress and egress in and to the street situate on the above described property being fifty (50) ft. in width and running from Ashmore Branch Road at a point at the joint corner of property now or formerly of Jetmar Company, a partnership and property now or formerly of Southeastern Sprinkler Co., Inc. and running thence along the line of property of Southeastern Sprinkler Co., Inc. from Ashmore Branch Road in a southeastern direction as more particularly shown on the above mentioned plat.

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.