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DONNIE S. TANKERSLEY  
R.H.C.STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

## CONDITIONAL ASSIGNMENT OF RENTS

THIS CONDITIONAL ASSIGNMENT OF RENTS has been executed as of the 22nd day of July, 1977, by Robert S. Small, Jr., Donivan P. Dempsey and Dorothy E. Cunningham (herein called "Landlords") in favor of Community Bank (herein called "Assignee") for the mutual consideration herein evidenced:

1. MORTGAGE LOAN: Assignee has made a mortgage loan to Landlords which loan is evidenced by a promissory note dated July 22nd, 1977, payable to Community Bank in the amount of Seven Hundred Fifty Thousand (\$750,000.00) Dollars (the "Note") and secured by a first mortgage (herein called "Mortgage") of that real estate described in Exhibit A attached hereto and incorporated by reference herein (herein called "Property").

2. RENTS ASSIGNED: To further secure the payment of the Note and the performance of all the terms of the Mortgage and other loan documents, Landlords hereby assign and transfer to Assignee, its successors and assigns, all of the rents, other lease income, issues, profits, revenues, royalties, lease purchase option payments, tenants' security deposits held by or for Landlords, lease guarantees, and other rights and benefits (herein collectively called the "Rents") which Rents are now due or which may hereafter become due under or by virtue of all leases, whether written or verbal, or any letting of, or any agreement for, the use or occupancy of any part of the Property which may have been made heretofore or which may be made or agreed to hereafter, including additions, renewals, extensions, amendments or supplements thereto.

3. SPECIFIC ASSIGNMENTS: Assignee reserves the right to request and landlords agree to furnish separate assignments, on Assignee's Assignment of Lease form, of specific leases in which event the terms and conditions of this Assignment shall no longer apply to the lease or leases specifically assigned nor to that part of the Property leased thereby.

BY U.S.