

1. If default shall be made in the making of any payment or payments under or in the performance of any of the terms and conditions of the promissory note and mortgage, the Assignee, its successors and assigns, may, at its option, thereupon and from time to time so long as any default or defaults thereunder shall continue to exist, exercise all the rights and privileges of the Assignor under the said lease, including the right, if deemed necessary to Assignee, to enter into possession of the demised premises for the purpose of collecting rent or any other sums payable thereunder, and to apply all sums collected toward payment of any sum or sums due under the terms and conditions of the separate agreements of guaranty as modified and mortgage.

2. Upon demand and notice of default under the note or mortgage, the Lessee shall make payments to the Assignee, its successors or assigns, of rent and any other sums due under the said lease without liability for the determination of the existence of the default claimed by the Assignee.

3. The Assignor warrants that said lease has not been modified; that no rent or other sums payable thereunder have been paid in advance; that without the consent of the Assignee, the Assignor will not modify or cancel said lease, reduce the rent provided for thereunder, or accept payment of rent in advance of its due date; that the Assignor is the absolute owner of such lease and has made only two other assignments thereof as set forth herein, and that, to the best knowledge of the Assignor, the Lessee thereunder has no defense, set-off or counterclaim against the Assignor.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed at Greenville, South Carolina this 20th day of September, 1977.

Signed, sealed, and delivered in the presence of:

Susan Duvette Harkins

 Susan Duvette Harkins

FRANCIS REALTY, INC. (SEAL)

BY: *James J. Francis Sr.*

 President and Secretary

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before the undersigned witness and made oath that (s)he saw the within named Francis Realty, Inc, sign, seal and as its act and deed deliver the within written Collateral Assignment of Lease and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 20th day of September, 1977

Susan Duvette Harkins

 Notary Public for South Carolina
 My Commission Expires: 4/3/84

James J. Francis Sr.

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 RECORDED OCT 6 1977 At 2:43 P.M.

FRANCIS REALTY, INC. (SEAL)
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