

**CONDITIONAL ASSIGNMENT OF LEASE**

WHEREAS, D & L Properties, a General Partnership -----  
 hereinafter referred to as "OWNER," is the present owner in fee simple of real property located in Greenville ---  
 County, South Carolina -----, briefly described as follows: 1.90 acres, Highway 14 -----, and

WHEREAS, Professional Mortgage Company, Inc. -----  
 hereinafter referred to as "MORTGAGEE," is about to become the owner of a mortgage  
 loan to OWNER in the amount of Two Hundred Fifty Thousand and No/100 (\$250,000.00) -----  
 ----- Dollars  
 evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by  
 OWNER covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised to Maiworm & Associates,  
 Inc. -----, a corporation of the State of South  
 Carolina -----, under a lease dated March 1, 1978 for a term of years, which lease  
 or a memorandum thereof has been duly recorded in the appropriate office in Book 1074 , at page 528  
 , hereunder referred to as "lease," and

WHEREAS, MORTGAGEE, as a condition to acquiring said mortgage loan has required as additional security  
 for said loan a conditional assignment of OWNER'S interest in said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the  
 sum of One Dollar (\$1.00) paid by MORTGAGEE to OWNER, the receipt whereof is hereby acknowledged by OWNER, the  
 said OWNER hereby assigns, transfers and sets over unto MORTGAGEE the said lease, as additional security; and for the  
 consideration aforesaid, the OWNER hereby covenants and agrees to and with MORTGAGEE that it will not, without the  
 written consent of MORTGAGEE,

- (a) Cancel said lease or accept a surrender thereof unless the OWNER and said  
 shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and  
 surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease  
 and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such  
 obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not  
 be prior to the expiration of the said cancelled lease. OWNER covenants and agrees to assign said new  
 lease to MORTGAGEE in the same form and manner as he assigned the said cancelled lease.
- (b) Modify the said lease, either orally or in writing, so as to decrease the term of the lease, reduce the rent or  
 diminish the obligation of the tenant with regard to the payment of taxes and insurance or maintenance of  
 the premises.
- (c) Consent to an assignment of the tenant's interest in said lease which will relieve the tenant of liability for  
 the payment of rent and the performance of the terms and conditions of the lease.
- (d) Permit the payment of rent in any medium other than lawful money of the United States; permit the pay-  
 ment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, com-  
 promise, forgive, encumber or assign the rents or any part thereof or any lease or any interest therein.
- (e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease.

and any of the above acts, if done without the written consent of MORTGAGEE, shall be null and void.

MORTGAGEE, by acceptance of this assignment, covenants and agrees to and with OWNER that, until a default  
 shall occur by OWNER in the performance of the covenants or in the making of the payments provided for in said mortgage  
 or note, OWNER may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is cove-  
 nanted and agreed by OWNER, for the consideration aforesaid, that, upon the happening of any default in performance of  
 the covenants or in the making of the payments provided for in the said mortgage, or note, MORTGAGEE may, at its option,  
 receive and collect all the said rents, issues and profits. OWNER, in the event of default in any of the payments or in per-  
 formance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes MORTGAGEE  
 at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents  
 and for the operation and maintenance of said mortgaged premises, OWNER hereby authorizing MORTGAGEE in general  
 to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same  
 extent that OWNER might reasonably so act. MORTGAGEE shall, after payment of all proper charges and expenses, credit  
 the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any  
 amounts due MORTGAGEE from OWNER under the terms and provisions of the aforesaid note and mortgage. The manner  
 of the application of such net income and the item which shall be credited shall be within the sole discretion of MORT-  
 GAGEE.

OWNER hereby covenants and warrants to MORTGAGEE that it has not executed any prior assignment of said  
 lease or rentals, nor has OWNER performed any acts or executed any other instrument which might prevent MORTGAGEE  
 from operating under any of the terms and conditions of this assignment, or which would limit MORTGAGEE in such opera-  
 tion; and OWNER further covenants and warrants to MORTGAGEE that it has not executed or granted any modification  
 whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original  
 terms, and that there are no defaults now existing under the said lease. OWNER further covenants during the full term of

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