

which said transactions are also proposed and desired by Assignor; and

WHEREAS, Assignor and Tenant have requested Noteholder to approve said conveyance to Assignor, which Noteholder has agreed to do subject to Assignor and Tenant entering into this Assignment of Leases and Rents for the benefit of Noteholder;

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and the consent of Noteholder to the described transactions, Assignor has GRANTED, TRANSFERRED AND ASSIGNED, and by these presents does GRANT, TRANSFER AND ASSIGN unto Noteholder the following:

1. All leases, written or oral, and all agreements or licenses for use or occupancy of any portion of the Mortgaged Properties, including but not limited to, the lease agreement (the "Principal Lease") dated November 15, 1978, between Hargil Realty Co., as Lessor, and T & S Brass and Bronze Works, Inc., as Lessee, (a memorandum of which is recorded in Book 1092, page 183, Greenville County, R.M.C. Office) and any and all extensions and renewals of said Principal Lease and other leases, agreements and licenses, and any and all further leases, licenses or agreements, including subleases thereunder, upon or covering use or occupancy of all or any part of the Mortgaged Properties, all such leases (including the Principal Lease), licenses, agreements, subleases, and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases";

2. Any and all guaranties of lessee's performance under any of the Leases; and

3. The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor

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FERRY, PATRICK, FARMER & NICHOLAS, CHARLOTTE, N. C.