

RECORDED
JUN 4 3 51 PM '79
GREENVILLE
R.M.C. MERSLEY

STATE OF SOUTH CAROLINA) CONDITIONAL ASSIGNMENT
) OF LEASES
COUNTY OF GREENVILLE)

WHEREAS, James O. Farnsworth and Richard O. Farnsworth, hereinafter referred to as "Lessor", are the present owners in fee simple of the property briefly described as:

ALL that certain piece, parcel or lot of land, located, lying and being in the County and City of Greenville, State of South Carolina, being shown on plat entitled "Property of Richard O. Farnsworth", dated May 3, 1979, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 7-F at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northern side of the right-of-way of East North Street, (said old iron pin being 429 feet, more or less, from Spartanburg Street) and running thence along said right-of-way S. 72-53 W., 135.02 feet to a new iron pin at the joint corner of the within tract and property now or formerly of Hampton Investors Corporation of Greenville, Inc., thence along the joint line of said tracts N. 18-58 W., 241.56 feet to a new iron pin; thence N. 71-40 E., 143.42 feet to an old iron pin; thence S. 16-59 E., 244.48 feet to an old iron pin on the northern side of the right-of-way of East North Street, the point and place of beginning.

AND WHEREAS, First Federal Savings and Loan Association, hereinafter referred to as "Lender", is about to make a loan to the Lessor in the amount of \$46,800.00, to be evidenced by a promissory note secured by a first mortgage to be executed by Lessor covering said property; and

WHEREAS, said property has been demised to Allstate Realty, South Carolina Education Committee d/b/a ITV, R. E. Kitterman and Spiro Platis, under written leases, the terms of which are incorporated herein by reference; and

WHEREAS, Lender, as a condition to making said mortgage loan, has required as additional security for said loan a conditional assignment of Lessor's interest in said leases;

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 Lender to Lessor, the receipt whereof is hereby acknowledged by Lessor, the said Lessor hereby assigns, transfers and sets over unto Lender said leases as additional security; and for the consideration aforesaid, the Lessor hereby covenants and agrees to and with Lender that Lessor will not, without the written consent of Lender:

GC10

JUN 4 1979
152

2.5001

4328 RV.2