

THIS ASSIGNMENT is made for the purpose of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by a certain promissory note, and any amendments, extensions or renewals thereof, in the original principal sum of Three Hundred Twenty-five Thousand and No/100-----

Dollars (\$ 325,000.00 ) made by T.M.F. Company, a South Carolina limited partnership,

New England Mutual Life Insurance Company and dated the 18th day of April, 1980 and secured by a mortgage

(it being agreed that the word "mortgage" as hereinafter used shall be construed to mean "trust deed" or "deed of trust" or "deed to secure debt" if the context so requires) on real property situated on Frontage Road of I-385 at Roper Mountain Road, near the City of Greenville, County of Greenville, State of South Carolina,

and as in said mortgage more particularly described reference being hereby made to such description as though herein fully set forth. Said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1501 at page 358.

B. Payment of all other sums with interest thereon becoming due and payable to the assignee under the provisions of this assignment or of said note and mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of the assignor contained herein or in said note and mortgage.

THE ASSIGNOR WARRANTS that the assignor is the sole owner of the entire lessor's interest in said lease; that said lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; that the lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said lease has been assigned or anticipated and that no rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of said lease.

THE ASSIGNOR COVENANTS with the assignee to observe and perform all the obligations imposed upon the lessor under said lease and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said lease or from the premises described in said mortgage in advance of the time when the same shall become due; not to execute any other assignment of lessor's interest in said lease or assignment of rents arising or accruing from said lease or from the premises described in said mortgage; not to subordinate said lease to any mortgage or other encumbrance or permit, consent or agree to such subordination without assignee's prior written consent; not to alter, modify or change the terms of said lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of assignee, or cancel or terminate said lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of, lessee thereunder; not to alter, modify or change the terms of any guaranty of said lease or cancel or terminate such guaranty without the prior written consent of the assignee; not to consent to any assignment of or subletting under said lease, whether or not in accordance with its terms, without the prior written consent of the assignee; at the assignee's request to assign and transfer to the assignee any and all subsequent leases upon all or any part of the premises described in said lease or said mortgage and to execute and deliver at the request of the assignee all such further assurances and assignments in the premises as the assignee shall from time to time require.

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