

DEC 25 1983

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
R.M.C.)

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS ASSIGNMENT ("Assignment"), made by SEAY ENTERPRISES, INC., a South Carolina corporation with its principal offices in the City of Greenville, state aforesaid, herein called "Assignor", in favor of BANKERS TRUST OF SOUTH CAROLINA, a banking institution operating under the laws of state aforesaid with offices in the City of Greenville, state aforesaid, herein called "Assignee", this 1st day of December, 1983:

W I T N E S S E T H :

WHEREAS, Assignee has agreed to loan to the Assignor the total sum of ONE HUNDRED THIRTY FIVE THOUSAND ZERO FIFTY FOUR DOLLARS (\$135,054.04) AND FOUR CENTS on the basis of a Promissory Note in writing to be executed by the said Assignor in favor of the Assignee which note shall provide for repayment on the basis of sixty (60) monthly principal installments of TWO THOUSAND TWO HUNDRED FIFTY (\$2,250.00) DOLLARS each plus accrued interest at one percentum (1%) per month above the bank's prime rate (as such rate may change from time to time) beginning December 1, 1983 and continuing on the first day of each month thereafter until paid in full and, as collateral security for the repayment of said obligation, among other collateral requirements, said Assignee will require a First Collateral Assignment of Assignor's interest in that certain written lease agreement dated July 25, 1983 executed by McALISTER LIMITED PARTNERSHIP, as Landlord and SEAY ENTERPRISES, INC., as Tenant covering the premises designated as store number B-11 in McAlister Square Shopping Center, situate in the City of Greenville, state and county aforesaid, wherein Assignor operates a restaurant under the trade name of "Edgar F's Gallery", said Lease in summary form being recorded in Deed Book 1201, Page 891, R.M.C. Office, Greenville County; and

WHEREAS, as a further condition to said loan said Assignee will require a First Security Interest in all equipment now owned or hereafter acquired for use by the Assignor in the operation of said restaurant enterprise known as "Edgar F's Gallery";

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above recitals and other good and valuable considerations and as collateral security for the payment of all sums now or at any time hereafter due, Assignee does hereby covenant to and agree with Assignee as follows:

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