

THIS ASSIGNMENT ("Assignment"), made by EDGAR F. SEAY, 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 Seay Enterprises, Inc., a South Carolina Corporation, of which Assignor is President and Principal Stockholder, the total sum of ONE HUNDRED THIRTY FIVE THOUSAND ZERO FIFTY FOUR AND 4/100THS (\$135,054.04) DOLLARS on the basis of a Promissory Note in writing to be executed by the said Seay Enterprises, Inc., and guaranteed by 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 payable monthly 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 as Lessee in that certain written Lease Agreement dated September 23, 1976, and amended June 30, 1977, between My Associates, a South Carolina partnership, as Lessee and William D. McKibben as Lessor (a summary of same having been recorded August 4, 1977, in Deed Book 1061, Page 887, R.M.C. Office, County and State aforesaid) which Lease Agreement was on March 31, 1979 duly assigned and transferred to Edgar F. Seay by said Partnership by document duly recorded in Deed Book 1162, Page 1, said R.M.C. Office, and which Lease Agreement demised premises known as No. 3 Pointe Circle, Pelham Pointe, City of Greenville, County and State aforesaid (the same being more fully described in Exhibit "A", hereto attached) and whereupon Assignor operates a restaurant under the trade name of "My Apartment"; 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 "My Apartment";

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above recitals and other good and valuable considerations and as collateral security for the payment

2 DE 1983 1328

1.00CI

2 DE 1983 1343

6.00CI

