

FILED  
GREENVILLE CO. S.C.  
STATE OF SOUTH CAROLINA )  
FEB 29 2 40 PM '84 )  
COUNTY OF GREENVILLE )  
DONNIE S. TANKERSLEY )  
R.M.C. )

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WHEREAS Wade Hampton Properties, Inc., a South Carolina Corporation, hereinafter referred to as "Owner" is the present owner in fee simple of real property located in Greenville, South Carolina, briefly described as follows:

Property located in the City of Greenville, County of Greenville, State of South Carolina on the southeastern side of Wade Hampton Boulevard (U. S. Highway 29) being a strip of stores including Mazzio's Pizza, said property being more fully described in that certain mortgage from Wade Hampton Properties, Inc. to First National Bank recorded simultaneously herewith.

WHEREAS, First National Bank of South Carolina, hereinafter referred to as "Mortgagee", is about to become the owner of a first mortgage loan to Owner in the amount of Seven Hundred Thousand and No/100ths (\$700,000.00) Dollars evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by Owner covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised under lease agreements which are more fully set forth on Schedule A attached hereto and made a part hereof by reference, the same as if fully set forth herein, and

WHEREAS, Mortgagee, as a condition to acquiring said mortgage loan has required as additional security for said loan a conditional assignment of owner's interest in said lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Mortgagee to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Mortgagee the said Lease, as additional security, and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Mortgagee that it will not, without the written consent of Mortgagee:

(a) cancel said lease or accept a surrender thereof unless the Owner and said leasee shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new

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