

STATE OF SOUTH CAROLINA)
) :
 COUNTY OF GREENVILLE) : CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, Seven Come Eleven, a general partnership, hereinafter referred to as "Owner" is the present owner in fee simple of real property located in Greenville, South Carolina, briefly described as follows:

ALL that piece, parcel or tract of land situate, lying and being on Buncombe Road, near the City of Greer, Greenville County, State of South Carolina, being known and designated as Lot 1 on a plat to be recorded which was prepared by Freeland and Associates, Inc. dated August 30, 1983 of COMMERCE EAST. Said lot being on the Easterly side of Buncombe Road.

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 Three Hundred Thousand and no/100 (\$300,000.00) 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 to North Hills Medical Clinic, a partnership, under a lease dated 1 July 1984 for a term until 30 June 1987 with the right to two three (3) year renewals, which lease or memorandum thereof, has been duly recorded in the appropriate office in Deed Book 1218 at Page 179 hereunder referred to as "lease", 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 set 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:

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