

## CONDITIONAL ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS THAT River Oaks, a South Carolina General Partnership, hereinafter called the "ASSIGNOR", in consideration of one dollar paid by First National Bank of South Carolina, Greenville, South Carolina hereinafter called the "ASSIGNEE", hereby conveys, transfers and assigns unto the ASSIGNEE, its successors and assigns, all the rights, interest and privileges which the ASSIGNOR as lessor have and may have in any lease now existing or hereafter made and affecting the real property described on Exhibit "A" attached hereto, as said lease may have been, or may from time to time be hereafter modified, extended and renewed, with all rent, income and profits due and becoming due therefrom. The ASSIGNOR will, on request of the ASSIGNEE, execute assignments of any future lease affecting any part of said premises.

This assignment is made as additional security for the payment of a certain Note and Mortgage and all extensions or modifications thereof executed by Assignor to Assignee, dated August 16, 1984, covering real property situated in the City and County of Greenville, State of South Carolina, and briefly described above.

This assignment shall become operative upon any default being made by the ASSIGNOR under the terms of the aforesaid Mortgage and the Note secured thereby, and shall remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid Mortgage and Note secured thereby.

1. In furtherance of the foregoing assignment, the ASSIGNOR hereby authorizes ASSIGNEE, by its employees or agents, at its option, after the occurrence of

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