STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

CONDITIONAL ASSIGNMENT OF LEASES AND RENTALS

THIS CONDITIONAL ASSIGNMENT OF LEASES AND RENTALS given this 31st day of August, 1983, by JACK E. SHAW, AS TRUSTEE UNDER WRITTEN AGREEMENT, DATED AUGUST 1, 1983, hereinafter referred to as "Owner", to GREENVILLE ASSOCIATES, a Maryland Limited Partnership, hereinafter referred to as "Mortgagee".

WHEREAS, Owner has purchased from Mortgagee and is the present owner of real estate described on Schedule A attached hereto, incorporated herein by reference and made a part hereof as though fully set forth, and has given as a part of the consideration for said sale to Mortgagee a purchase money note and mortgage of even date herewith in the amount of Two Hundred Thousand and no/100ths (\$200,000.00) Dollars, covering the real estate described in Schedule A; and,

WHEREAS, all or a portion of the real estate described in Schedule A has been and will be leased to certain tenants from time to time; and,

WHEREAS, the covenants and conditions contained in this Conditional Assignment of Leases and Rentals are a part of the above mentioned purchase money note and mortgage and are incorporated therein and made a part thereof as though fully set forth, the Mortgagee, as a condition of said sale and the taking back of a purchase money note and mortgage, having required as additional security for said loan the within Conditional Assignment of Leases and Rentals of the Owner's ownership and interest in all leases and tenancies affecting the property described in Schedule A;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by Mortgagee to Owner, the receipt whereof is hereby fully acknowledged by Owner, the said Owner hereby assigns, transfer and sets over unto Mortgagee the said leases, as additional security, and for the consideration aforesaid, the Owner hereby convenants and agrees to and with Mortgagee as follows:

Mortgagee, by acceptance of this assignment, covenants and agrees to and with Owner that, until a default shall occur by Owner in the performance of the covenants provided for in said purchase money note and mortgage, Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said leases; but it is covenanted and agreed by Owner, for the consideration aforesaid, that upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage, or note Mortgagee may, at its option, receive and collect all the said rents, issues and profits.

Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid note and mortgage, hereby authorizes Mortgagee at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Owner hereby authorizing Mortgagee in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that Owner might reasonably act.

Mortgagee shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Mortgagee from Owner under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Mortgagee.

Owner hereby covenants and warrants to Mortgagee that it has not executed any prior assignment of said leases or rentals, nor has Owner performed any acts or executed any other instrument which might prevent Mortgagee from operating under any of the terms and conditions of this assignment, or which would limit Mortgagee in such operation. In the event of exercise of any authority under this Agreement by Mortgagee, Mortgagee will not be liable for negligence, but will be liable for reckless or willful misconduct.

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