

GREENVILLE CO. S. C.

FEB 22 2 50 PM '73

DONALD S. TAPERSLEY  
R.M.C.

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ASSIGNMENT OF LEASES,  
RENTS AND PROFITS

THIS ASSIGNMENT is made on this the 16<sup>th</sup> day of March, 1973, by and between NALLEY COMMERCIAL PROPERTIES, INC., a South Carolina corporation, party of the first part, and CITIZENS MORTGAGE INVESTMENT TRUST, a Massachusetts Business Trust, with an office at 24700 Northwestern Highway, Southfield, Michigan, party of the second part:

WITNESSETH:

FOR VALUE RECEIVED, and as additional security for the loan herein-after mentioned, the party of the first part hereby transfers, conveys and assigns unto the party of the second part, its successors and assigns, all of the right, title and interest of the party of the first part in and to the rents, profits, revenues, rights and benefits from the following described property:

Lying and being in Greenville County, South Carolina, and being more particularly described as follows:

BEGINNING at an iron pin on the southern side of the intersection of Hunt's Bridge Road and Sulphur Springs Road, and running thence along Sulphur Springs Road, N 59-51 W 100 feet; thence S 58-12 W 100 feet; thence S 56-44 W 100 feet; thence S 55-06 W 190.05 feet; thence S 55-06 West 150 feet to a point; thence along Farr's Bridge Road, S 50-38 E 154.7 feet to a point; thence S 50-38 E 9.0 feet to a point; thence S 55-11 E 100 feet to a point; thence S 55-16 E 100 feet to a point; thence leaving Farr's Bridge Road and running N 56-15 E 214.4 feet; thence S 39-30 E 41.5 feet; thence N 56-48 E 99 feet; thence N 59-32 E 109.4 feet to a point on Hunt's Bridge Road; thence running along Hunt's Bridge Road N 22-27 W 100 feet; thence N 19-04 W 100 feet; thence N 15-53 W 100 feet; thence N 13-23 W 100 feet to the BEGINNING corner.

And to that end the party of the first part hereby assigns and transfers to the Citizens Mortgage Investment Trust, its successors and assigns, all leases and subleases of the premises herein described which are now made, executed or delivered, or which shall be hereafter made, and all amendments, modifications, renewals and additions thereto, including specifically, the following leases:

A lease entered into on December 21, 1964, between G. B. Nalley, assigned to Nalley Commercial Properties, Inc., (as Lessor) and The Great Atlantic & Pacific Tea Company, Inc. (as Lessee), together with all future amendments or modifications thereof.

A lease entered into on September 11, 1970, between Nalley Commercial Properties, Inc. (as Lessor) and Emery Stores, Inc. - Carolina, (as Lessee) together with all future amendments or modifications thereof.

A lease entered into on May 31, 1971, between Nalley Commercial Properties, Inc., (as Lessor) and Karen's School of Dance (as Lessee), together with all future amendments or modifications thereof.

A lease entered into on February 15, 1966, between Nalley Commercial Properties, Inc. (as Lessor) and Edwin L. Stroud, dba D.M.D. (as Lessee), together with all future amendments or modifications thereof.

LAW OFFICES OF  
JOHN T. GENTRY  
PICKENS, S. C.

(Continued on next page)

*Re Conclusive a Deed must a Year ago and Book 1073 of Rev. 204*