

STATE OF SOUTH CAROLINA )  
GREENVILLE CO. S.C. )  
ASSIGNMENT OF RENTS )  
COUNTY OF )

THIS ASSIGNMENT OF RENTS has been executed as of the 31st day of August, 1977, by H. E. McElhenney, Trev A. Neuburger and Ralph G. Mitchell, (herein called "Landlord") in favor of Shenandoah Life Insurance Company, (herein called "Assignee") for the mutual consideration herein evidenced:

1. MORTGAGE LOAN: Assignee has made a mortgage loan to Landlord which loan is evidenced by a promissory note dated August 31, 1977 payable to Assignee in the amount of Two hundred two thousand and no/100 ( \$ 202,000.00 ) Dollars (the "Note") and secured by a mortgage recorded in the Office of the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book Page , (the "Mortgage").

2. MORTGAGED PROPERTY: The property described in the Mortgage is as follows: (herein called the "Property")  
0.67 Acres at the intersection of Pelham Road and Lowndes Hill Road in Greenville County, South Carolina,

, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

3. RENTS ASSIGNED: To further secure the payment of the Note and the performance of all the terms of the Mortgage, Landlord hereby assigns and transfers to Assignee, its successors and assigns, all of the rents, other lease income, issues, profits, revenues, royalties, lease-purchase option payments, tenants' security deposits held by or for Landlord, lease guarantees, and other rights and benefits (herein collectively called the "Rents") which Rents are now due or which may hereafter become due under or by virtue of all leases, whether written or verbal, or any letting of, or any agreement for, the use or occupancy of any part of the Property which may have been made heretofore or which may be made or agreed to hereafter

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