

and all of its right, title and interest in Promissory Note from William C. Freeman, Trustee, to Something Else Partnership dated the 22nd day of June, 1981.

a Limited Partnership, to William C. Freeman, Trustee, and that certain mortgage from Tanglewood Townhomes, a Limited Partnership, to William C. Freeman, Trustee, dated January 2, 1981, and recorded in Mortgage Book 1534 at Page 90, in the Office of the RMC for Greenville County, South Carolina, Provided, however, that this assignment is collateral in nature and is meant to secure the representations of SOMETHING ELSE made herein and upon the performance thereof by SOMETHING ELSE, this assignment shall become null and void and Capital Growth Corporation shall take whatever steps are necessary for the cancellation of same. Until a default is declared payments shall be made to SOMETHING ELSE.

5. Provided, further, that should SOMETHING ELSE acquire the equity interest of William C. Freeman, Trustee, prior to the date of February 1, 1987 so that it will be in a position to extend the payment dates prior to that time, this Agreement shall likewise become null and void and shall be cancelled by the parties upon such extension.

6. The rights of Capital Growth Corporation shall be contingent upon their being required to pay, and actually paying, the equity position to William C. Freeman, Trustee, and/or to the South Carolina National Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

[Signature]
[Signature]

SOMETHING ELSE PARTNERSHIP,

BY: [Signature]
Stephen D. Edelman,
General Partner

BY: [Signature]
Chas. Lawn,
General Partner

CAPITAL GROWTH CORPORATION

BY: [Signature]
PRESIDENT

[Signature]
[Signature]

ATTEST: _____

161

1325