

DEC 18 10 52 AM '84

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF LEASE
COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, HARRISON PROPERTIES, A S. C. GENERAL PARTNERSHIP (hereinafter referred to as "Owner," is the present owner in fee simple of the real property located in Greenville County, State of South Carolina, described on the attached Exhibit "A," and

WHEREAS, BANKERS TRUST OF SOUTH CAROLINA (hereinafter sometimes referred to as Mortgagee) is about to become the owner and holder of a mortgage executed by Owner, covering the said property, which mortgage secures a note in the principal sum of Four Hundred Fifty Thousand (\$450,000.00) Dollars, and

WHEREAS, a considerable portion or all of said mortgaged premises have been leased and demised to HURLEY AND HARRISON, INC. (sometimes hereinafter referred to as "Tenant") under Lease dated December 1, 1984 (hereinafter referred to as the "Lease"), and

WHEREAS, BANKERS TRUST OF SOUTH CAROLINA, as a condition to accepting the aforesaid mortgage, has required an assignment of the said Lease as additional security for said mortgage.

NOW, THEREFORE, THESE PRESENTS WITNESS, That in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by BANKERS TRUST OF SOUTH CAROLINA to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers, and sets over unto BANKERS TRUST OF SOUTH CAROLINA all the right, title and interest of Owner in and to the said Lease and any additions, amendments and/or supplements thereto, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with BANKERS TRUST OF SOUTH CAROLINA that it will not, without the written consent of BANKERS TRUST OF SOUTH CAROLINA:

- (a) Cancel said Lease or accept a surrender thereof unless the Owner and Tenant shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the Tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled Lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled Lease. Owner covenants and agrees to assign said new lease to BANKERS TRUST OF SOUTH CAROLINA in the same form and manner as it assigned the said cancelled Lease.

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