

LOVE, THORNTON, ARNOLD & THOMASON

The Owner hereby covenants and warrants to Cameron-Brown that it has not executed any prior assignment of said lease or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent Cameron-Brown from operating under any of the terms and conditions of this assignment, or which would limit Cameron-Brown in such operation; and Owner further covenants and warrants to Cameron-Brown that it has not executed or granted any modification of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease. Owner further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon the lessor so as to prevent any termination of the lease because of a default by the lessor.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the Owner has executed this assignment on this 7th day of June, 1965.

Witnesses:
Shirley H. Stata
Frank J. Brown

NALLEY COMMERCIAL PROPERTIES, INC.
By: G. B. Nalley President
George B. Nalley Secretary

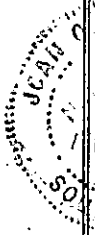
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within Corporation, by its duly authorized officer(s), sign, seal and as the grantor's act and deed deliver the within Assignment of Lease, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 7th day of June, 1965
Frank O. Burgess
Notary Public for S. C.

(SEAL)

Shirley H. Stata



Recorded this 9th., day of June of 1965, at 2:39 P.M., No. 34459