GARRIE C. FRANCE C. COLLATERAL ASSIGNMENT OF EARLS.

LESSOR'S INTEREST IN LEASES

WITNESSETH:

FOR VALUE RECEIVED, Borrower hereby grants, transfers and assigns to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to that certain Lease or those certain Leases, with modifications, if any, described in Schedule A hereof, covering premises (herein called "Premises") briefly described as:

ALL that tract or parcel of land located on the eastern side of North Pleasantburg Drive, in the City of Greenville, South Carolina, with improvements thereon, known as "Northpointe Center", which property is more particularly described in a Mortgage granted by Borrower to Lender dated December 13, 1972, recorded in Mortgage Book 1260 at Page 278,

together with any extensions of any thereof and any guarantees of the Lessee's obligations under any thereof (each of said leases, together with all such guarantees, modifications and extensions, being hereafter collectively referred to as "the Lease"), for the purpose of securing (a) payment of all sums now or at any time hereafter due Lender and secured by the aforesaid Mortgage, together with any renewals or extensions thereof and any future advances made thereunder to the extent permitted under South Carolina law, and (b) performance and discharge of each obligation, covenant and agreement of Borrower contained herein or contained in the Mortgage or note secured thereby.

Lender agrees that:

A. So long as there shall exist no event of default, as hereinafter defined, on the part of Borrower, Borrower shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.

(CONTINUED ON IT DITITION)