ness of the undersigned to Fidelity Federal Savings and Loan Association, principal and interest, including such costs and expenses as the said Fidelity Federal Savings and Loan Association may be obligated to incur in thus enforcing its rights as assignee of said lease and including any and all sums which may have been advanced by it for taxes, insurance, and other charges.

IT IS FURTHER AGREED that the undersigned shall not cancel said lease or consent to a surrender thereof or grant any modification or concession therein, nor (except as may be provided in said lease) consent to an assignment thereof by Yeargin Construction Company, Inc. without the written consent of Fidelity Federal Savings and Loan Association, so long as the indebtedness referred to above, or any part thereof, is still outstanding and unpaid.

Upon the full performance of the conditions and obligations of said note and mortgage hereinabove mentioned, this assignment shall be void and of no effect, and thereupon, in that event the said Fidelity Federal Savings and Loan Association will reassign to the undersigned its right, title and interest in and to the said lease so acquired under and by virtue of this assignment.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 1646 day of April, 1975.

In the Presence of:

Marshard Thise

NALL AND COLEMAN, A SOUTH CAROLINA PARTNERS HLP

By: Kenneth Nall, Partner

Finous Coleman // Partner

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