

FILED
GREENVILLE CO. S. C.

MAY 25 1977

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ASSIGNMENT OF LESSOR'S INTEREST
IN LEASE

THIS ASSIGNMENT, made this 25th day of May, 1977 by Jack E. Shaw (herein called the "Assignor"), to First National Bank of South Carolina, having a principal office at Greenville, South Carolina, (herein called the "Assignee"),

W I T N E S S E T H:

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

All that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina on the southeastern side of Old Buncombe Road and containing 6.90 acres, more or less, as shown on plat of Property of University Square prepared by Piedmont Engineers, Architects & Planners, dated August 23, 1976, and revised October 6, 1976 and recorded in the RMC Office for Greenville County in Plat Book "5-X", at Page 7, and having such metes and bounds as shown thereon.

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 hereinafter referred to as the "Lease").

For the purpose of securing (a) payment of all sums now or at any time hereafter due the Assignee and secured by a certain mortgage or deed of trust made by the Assignor to, or to a trustee for, the Assignee, dated May 25, 1977, and recorded or to be recorded at or prior to the recording of this Assignment, or by any other mortgage or deed of trust hereafter affecting the premises (each of such mortgages or deeds of trust being hereafter referred to as "the Mortgage"); and (b) performance and discharge of each obligation, covenant and agreement of the Assignor contained herein or in the Mortgage or any note or bond secured thereby.

THE ASSIGNEE AGREES that:

A. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation of the Assignor herein or in the Mortgage or any other instrument securing said indebtedness, the Assignor 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.

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