

RECORDED

possession of the premises by Mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon Mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should Mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, owner shall immediately upon demand reimburse Mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and Mortgagee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to Mortgagee, Greenville, South Carolina.

Owner, as additional security, specifically assigns to Mortgagee any purchase proceeds receivable by reason of tenant's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments, and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

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 heirs.

IN WITNESS WHEREOF, Owner has executed this assignment on this 1st day of August, 1983.

Signed, sealed and delivered in the presence of:

SEVEN COME ELEVEN, a general partnership

Julia G. Hamman  
Ann Hughes

BY: Alex M. Patrick  
Alex M. Patrick, as Managing Partner

\* \* \* \* \*

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Owner sign, seal and as its act and deed deliver the within Conditional Assignment of Lease and that (s)he with the other witness subscribed above witnessed the execution thereof.

Ann Hughes

SKORN to before me this 1st day of August, 1983.

Julia G. Hamman  
Notary Public for South Carolina

My Commission Expires: Jan 20 1987

Recorded Aug. 5, 1983 at 10:21 A.M.

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