)

STATE OF SOUTH CAROLINA

ASSIGNMENT OF LEASE AND RENTS

COUNTY OF GREENVILLE

WHEREAS, Gordon Davis has heretofore executed his certain Lease Agreement, as Lessee, with the undersigned John P. Abney, as Lessor, dated December 1, 1975; and

WHEREAS, John P. Abney has this date executed his certain note in the amount of Ninety-Five Thousand Dollars (\$95,000.00), payable to Bankers Trust of South Carolina and desires to execute an assignment of the aforesaid lease and rents, which assignment of rents shall not exceed the total amount of Eight Hundred Dollars (\$800.00) monthly, until the aforesaid note in the amount of \$95,000.00 is paid in full;

NOW, THEREFORE, for and in consideration of the loan of Ninety-Five Thousand Dollars (\$95,000.00) to the undersigned by Bankers Trust of South Carolina, this assignment, is made this 2 day of December, 1975, by and between John P. Abney and Bankers Trust of South Carolina and by these presents John P. Abney does sell, transfer and assign unto Bankers Trust of South Carolina, hereinafter referred to as the "Bank", its successors and assigns, all the right, title and interest of the undersigned in and to the above-described lease and the rents, issues, profits, revenues, royalties, rights and benefits, from the following described property:

One Thousand Two Hundred (1,200) square feet adjoining the Handee Mart Grocery Store known as A.B.C. Inc., 4515 White Horse Road, Greenville, South Carolina.

The undersigned does further assign, transfer and set over unto the Bank, all leases of the above-described premises now made, executed or delivered, whether written or verbal, or to be hereafter made as said lease may have been, or may from time to time be hereafter modified, extended and renewed, be the same written or verbal, with all rents, income and profits due and becoming due thereon, including specifically, without limiting the generality thereof, the lease between Gordon Davis and John P. Abney as hereinabove set forth.

John P. Abney does hereby authorize and empower the Bank to collect the said rents, income, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the afore-

528 RV-23

8

O(

æι

O-