THIS AGREEMENT, made this LACHTES. TANKERSLEY day of August , 1977, by Jack B. Shaw and Jane L. Shaw, his wife, Assignor , MAKKAND principal with the South Carolina , MAKKAND AND TRUST COMPANY, Greenville, MAKKAND AND TRUST COMPANY, G

WHEREAS the Assignor as owner of the premises situated in at the N/W/C of N. Pleasantburg Drive and Fisher Drive, Greenville, South Carolina

and described in that certain mortgage, trust deed, deed of trust or loan deed, hereinafter referred to as the mortgage, executed by Jack E. Shaw

/SOUTHERN BANK AND TRUST COMPANY
AND WHEREAS the said premises or portions thereof, as by reference to the lease or leases hereinafter mentioned will appear, have been leased as follows:

Lease from Jack E. Shaw and Jane L. Shaw, his wife, Lessor, to Sambo's of South Carolina, Inc., Lessee; Guranteed by: Sambo's Restaurant, Inc., a California corporation;
Dated: January 27, 1977
For: 25 years

7.50 >

<u>-</u>

NOW THEREFORE, in order to induce the Assignee to make said loan and as additional security for the payment of the principal and interest due on said note and for the performance and observance of all the terms of said note and mortgage, the aforesaid Assignor does hereby assign and transfer to the said Assignee, said lease or leases together with all the right, title and interest of the Assignor, as landlord, in said lease or leases and any renewals thereof and options to purchase, if any, therein contained;

TO HAVE AND TO HOLD the same unto the Assignee as additional security for the payment of the principal and interest provided to be paid in said note and for the performance and observance of all the terms of said note and mortgage;

AND the Assignor hereby covenants and agrees as follows:

THAT the terms of the aforesaid lease or leases will not be altered, modified or changed, nor will said lease or leases be surrendered or cancelled, nor will any proceedings for the dispossession or eviction of any tenant under said lease or leases be instituted, without the prior written consent of the Assignee;

THAT no request will be made of any tenant to pay any rent, and no rent will be accepted, in advance of the dates upon which such rent becomes due and payable under the terms of said lease or leases, it being agreed between the landlord and the tenant or tenants that rent shall be paid as provided in said lease or leases, and not otherwise;

(CONTINUED ON NEXT PAGET

4328 RV.2