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 23rd day of October 1978.

Signed, sealed and delivered in the presence of:

Alexander Finlay, III

NOTE: The assignment should be executed, witnessed and acknowledged or probated so as to be in form for recording in accordance with the law of the state in which it will be recorded. The assignment and the assigned lease or a memorandum thereof should be recorded in the county records.

* *

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

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

SWORN to before me this
23rd day of October, 1978.

(L.S.)
Notary Public for South Carolina

My Commission Expires: 7 April 1980.

RECORDED OCT 24 1978 at 11:39 A.M.

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