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DONNIE S. TANKERSLEY

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made this 26th day of September, 1979 by Tritor, U.S.A., Inc., residing at or having an office at (herein called "Assignor"), to NCNB Mortgage Corporation, a corporation duly organized and existing under the laws of the State of North Carolina having its principal office at One NCNB Plaza, Charlotte, North Carolina 28234 (herein called "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to the Assignee all of the right, title and interest of Assignor in and to that certain Lease or those certain Leases, with modifications, if any, described in Schedule A hereof, covering premises ~~in~~ at Vaughn's at East North Shopping Center, Greenville County, State of South Carolina; TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guarantees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain mortgage or deed of trust made by the Assignor to the Assignee dated September 26, 1979, and recorded or to be recorded at or prior to the recording of this Assignment, or any other mortgage or deed of trust hereafter covering the whole or any part of the leased premises; and

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in any such mortgage or deed of trust or any note or bond secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO EACH LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the Lease received from Lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce, short of termination of the lease, or secure the performance of each and every obligation, covenant, condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter the terms of the lease; not to terminate the term of the Lease and not to accept a surrender thereof unless required to do so by the terms of the Lease; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor, Lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at six (6%) per cent per annum, and the same shall be added to the said indebtedness and shall be secured hereby and by the said mortgage or deed of trust.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed any prior Assignment of the Lease or of its right, title and interest therein or the rentals to accrue thereunder; (b) Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease, and (e) Assignor has not executed or granted any modification or amendment whatever of the Lease either orally or in writing except as set forth in Schedule A, and that the Lease is in full force and effect.

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