

WHEREAS, all of said mortgaged premises have been leased and demised to Southern Mortgage Investment Company, Inc. under lease dated March 1, 1953, by and between Mallie B. Dunlap and D. O. Dunlap, as Lessors, and the Main-Elford Corporation as Lessee, and recorded in the R.M.C. Office for Greenville County in Deed Book 483, page 91, the Main-Elford Corporation having assigned its Lessee interest to R. M. Caine by instrument dated June 1, 1956, and recorded in Deed Book 558, page 35, said "lease" having been amended by instrument dated November 30, 1958, by and between Mallie B. Dunlap and D. O. Dunlap as Lessors and R. M. Caine as Assignee of Lessee, and recorded in Deed Book 615 at page 119, the said R. M. Caine having assigned his Lessee interest in said lease as amended to Southern Mortgage Investment Company, Inc. by instrument dated December 1, 1958, and recorded in Deed Book 615 at page 123. Said lease as amended having been amplified by agreement dated December 1, 1958, by and between R. M. Caine and Southern Mortgage Investment Co., Inc. and recorded in Deed Book 615 at page 113, and the said R. M. Caine having acquired the Lessors' interest under said lease as amended by deed from D. O. Dunlap and Mallie B. Dunlap dated January 3, 1964, and recorded in said R.M.C. Office in Deed Book 739 page 312, all of which instruments are hereinafter referred to as the "lease", and

WHEREAS, Southern Bank and Trust Company, Greenville, S. C., as a condition to making the aforesaid mortgage loan, has required an assignment of the Lessor's interest under the said lease, as additional security for said mortgage loan.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Southern Bank and Trust Company, Greenville, S. C., the receipt whereof is hereby acknowledged by owner, the said owner hereby assigns, transfers and sets over unto The Bank, all the right, title and interest of owner in and to the said lease and any additions, amendments and/or supplements thereto, as additional security; and for the consideration aforesaid, the owner hereby covenants and agrees to and with The Bank, that it will not, without the written consent of The Bank,

(a) Cancel said lease or accept a surrender thereof unless the owner and Southern Mortgage Investment Co., Inc. shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to The Bank in the same form and manner as it assigned the said cancelled lease.

(b) Modify the said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.

(c) Consent to an assignment of the tenant's interest in said lease which will relieve the tenant of liability for the payment of rent and/or the performance of the terms and conditions of the lease.

(d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof or any lease or any interest therein.

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