Jun 6 12 to PM '72 OLLIE FARNSWORTH R. H. C.

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STATE OF SOUTH CAROLINA)

CONDITIONAL ASSIGNMENT OF LEASE

COUNTY OF GREENVILLE)

WHEREAS, BLUE RIDGE CORPORATION (Owner) is this day giving mortgage of certain property to the Citizens and Southern National Bank of South Carolina (Mortgagee), which property is leased by the Owner unto Gower Manufacturing Company, and

WHEREAS, the Owner as a condition to acquiring the mortgage loan from said Mortgagee has been required as additional security to make a conditional assignment of Owner's interest in said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and the sum of One Dollar (\$1.00) paid by Mortgagee to Owner, the receipt whereof is hereby acknowledged, the Owner hereby assigns, transfers and sets over unto Mortgagee that certain lease from the Owner to Gower Manufacturing Company of even date herewith as additional security; and for the consideration the Owner hereby covenants and agrees with the Mortgagee that it will not, without the written consent of Mortgagee, amend, modify or cancel said lease or agree to any variance in the payment of rentals thereunder.

Mortgagee, by acceptance of this assignment, covenants and agrees with the Owner that, until a default shall occur by Owner in the performance of the covenants or in the making of the payments provided in said mortgage or the note secured thereby, Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said lease, but upon the happening of any default as aforesaid, Mortgagee may at its option receive and collect all the said rents, issues and profits, and the Mortgagee is hereby authorized to enter upon the mortgaged premises for the purpose of collecting such rents, issues and profits and for the operation and maintenance of the said mortgaged premises, such amounts collected by the Mortgagee after payment of all proper charges and expenses to be credited to any amounts due Mortgagee from Owner under the terms and provisions of the aforesaid note and mortgage.