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GREENVILLE, CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT, Made this 12th day of December, 1973, by and between McALISTER DEVELOPMENT COMPANY, a Limited Partnership created and existing under the Uniform Limited Partnership Act of South Carolina, with THE McALISTER CORP., a South Carolina corporation, as Sole General Partner, party of the first part, to JEFFERSON STANDARD LIFE INSURANCE COMPANY, of Greensboro, North Carolina, party of the second part,

WITNESSETH: For value received and as additional security for the indebtedness hereinafter mentioned, the party of the first part hereby assigns, sets over, transfers and conveys unto the party of the second part all the right, title and interest of the party of the first part in and to the rents, issues, profits, revenues, royalties, rights and benefits, hereinafter referred to as "rents", from the real estate located in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described on Schedule A, attached hereto and made a part hereof.

The term of this Assignment shall be until that certain Note and Mortgage (or any extension or renewal thereof), dated December _____, 1973, made, executed and delivered by the party of the first part to JEFFERSON STANDARD LIFE INSURANCE COMPANY, covering the above described premises for the sum of Nine Million and No/100 (\$9,000,000.00) Dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, cancelled and released, and the releasing of said Mortgage shall constitute a release hereof.

And to that end the party of the first part hereby further assigns, sets over, transfers and conveys unto the said JEFFERSON STANDARD LIFE INSURANCE COMPANY all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, including specifically, without limiting the generality hereof, the leases set forth on Schedule B attached hereto and made a part hereof.

A number of the leases itemized in Schedule A contain a provision to the effect that the Tenant, if requested by the Landlord (party of the first part herein), will subordinate its rights thereunder to the lien of any bona fide mortgage or deed of trust covering the demised premises. The party of the first part, assignor, expressly covenants and agrees with the party of the second part that the party of the first part, for so long as this assignment is effective, will not request any Tenant under any of the aforesaid leases to subordinate its rights under its lease to the lien of the mortgage referred to above, given by the party of the first part to the party of the second part.

The party of the first part does hereby specifically assign and set over to party of the second part its rights to exercise the option contained in the Rider to Article 5(b)(11) of the Lease of McAlister, Inc. lease, dated May 3, 1967, as modified by agreement dated June 17, 1968.

The party of the first part does hereby specifically assign and set over to the party of the second part such sum or sums of money as may become due and payable to party of the first part as Landlord, pursuant to Article 21 of the Walgreen Co. lease, dated March 8, 1967, as modified by agreement dated June 17, 1968.

And the party of the first part does hereby authorize and empower the said JEFFERSON STANDARD LIFE INSURANCE COMPANY to collect the rents

For Subordination of Mortgage See REM Book 1297 page 699

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