

FILED
GREENVILLE CO. S. C.
JAN 23 3 22 PM '84
R.H.C. ()

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, Seven Come Eleven, a general partnership, hereinafter referred to as "Owner" is the present owner in fee simple of real property located in Greenville, South Carolina, briefly described as follows:

ALL that certain piece, parcel or lot of land/ situate, lying and being in the State of South Carolina, County of Greenville, located at the southeast corner of the intersection of Ashmore Bridge Road and West Butler Avenue, in the City of Mauldin, and being shown on a plat entitled "Topographic Survey of Seven Come Eleven, A South Carolina Partnership", said plat being drawn by Freeland & Associates, October 14, 1983, being recorded in Plat Book 10C at Page 29. Derivation: Deed Book 1199 at Page 289. See also Deed Book 1199 at Page 293 and Deed Book 1199 at Page 294. containing one (1) acre

WHEREAS, First National Bank of South Carolina, hereinafter referred to as "Mortgagee", is about to become the owner of a first mortgage loan to Owner in the amount of Two Hundred Ninety Nine Thousand and no/100 (\$299,000.00) Dollars evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by Owner covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised to North Hills Medical Clinic, a partnership, under a lease dated 30th January 1984 for a term until 30th January 1989 with the right to renew for an additional five years, which lease or memorandum thereof, has been duly recorded in the appropriate office in Deed Book 1205 at Page 7 hereunder referred to as "lease", and

WHEREAS, Mortgagee, as a condition to acquiring said mortgage loan has required as additional security for said loan 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 of the sum of One (\$1.00) Dollar paid by Mortgagee to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and set over unto Mortgagee the said lease, as additional security, and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Mortgagee that it will not, without the written consent of Mortgagee:

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