

real estate more fully described in Exhibit "A" attached - hereto and made a part hereof and all improvements now or hereafter located thereon (the "Premises") or any part thereof or space therein, together with any renewals or extensions of the Leases, and together with the rents, issues, profits, revenues, royalties, rights and benefits now or hereafter arising from the Premises (the "Rents");

FOR THE PURPOSE OF additionally securing (a) payment of the indebtedness evidenced by that certain Mortgage Note of even date herewith (the "Note") (including any modifications, extensions or renewals thereof), made by the Assignor payable to the order of the Assignee in the original principal amount of \$2,525,000, and secured by that certain Mortgage and Security Agreement of even date herewith (the "Mortgage"), made by the Assignor to the Assignee, covering the Premises and to be recorded in the RMC Office for Greenville County, South Carolina (the "RMC Office"), at or prior to the recording of this Assignment in the RMC Office, (b) payment of all other sums with interest thereon becoming due and payable to the Assignee under the Loan Documents (hereinafter defined) (such indebtedness and all other sums becoming due and payable to the Assignee referred to in clauses (i) and (ii) hereinafter collectively referred to as the "Indebtedness"), and (c) performance, observance and discharge of each obligation, covenant, agreement and condition contained in this Assignment,

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