

JAN 15 1 48 PM '74

CONNIE S. TANKERSLEY

R.H.C.

STATE OF SOUTH CAROLINA) ASSIGNMENT OF LESSOR'S INTEREST

COUNTY OF GREENVILLE) IN SPACE LEASES

THIS ASSIGNMENT, made this *17th* day of *December*, 1973, by OPA GREENVILLE COMPANY (herein called "the Assignor"), to The Equitable Life Assurance Society of the United States, The Equitable Life Mortgage and Realty Investors, a Massachusetts business trust, and The South Carolina National Bank, having their principal offices at 1285 Avenue of the Americas, New York, New York 10019, 100 Federal Street, Boston, Massachusetts, and S. Main Street, Greenville, South Carolina, respectively, (herein called "the Assignee"),

W I T N E S S E T H:

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, and assigns to the Assignee, its successors and assigns all of the right, title and interest of the Assignor in and to that certain Lease or those certain Leases, with modifications, if any, described in Schedule A hereof, covering premises (herein called "the premises") briefly described as: All that certain lot of land situate on S. Main Street and Westerly side of Brown Street, City of Greenville, County of Greenville, State of South Carolina, as shown on plat entitled "Property of South Carolina National Bank", prepared by Campbell & Clarkson Surveyors, Inc., dated July 30, 1973, (to include all improvements which are or may hereafter be situate thereon.

together with any extensions of any thereof and any guarantees of the lessee's obligations under any thereof (each of said Leases, together with all such guarantees, modifications and extensions, being hereinafter referred to as "the Lease"),

For the purpose of securing (a) payment of all sums now or at any time hereafter due the Assignee and secured by a certain mortgage or deed of trust made by the Assignor to, or to a trustee for, the Assignee dated *December 17th*, 1973, and recorded or to be recorded at or prior to the recording of this Assignment, or by any other mortgage or deed of trust hereafter affecting the premises (each of such mortgages or deeds of trust being hereafter referred to as "the Mortgage"); and (b) performance and discharge of each obligation, covenant and agreement of the Assignor contained herein or in the Mortgage or any note or bond secured thereby.

THE ASSIGNEE AGREES that:

A. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation of the Assignor herein or in the Mortgage or any other instrument securing said indebtedness, the Assignor shall have the right to collect, but not more than 30 days prior to accrual, all rents, issues and profits from the premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage in favor of the Assignee affecting the premises, this Assignment shall become and be void and of no effect.