STATE OF SOUTH CAROLINA)
) CONDITIONAL ASSIGNMENT OF LEASES
COUNTY OF GREENVILLE) AND RENTALS

THIS CONDITIONAL ASSIGNMENT OF LEASES AND RENTALS given by BLAKE P. GARRETT, DAVID H. GARRETT and GEORGE L. NALLEY, JR., hereinafter referred to as "Owner", to THE SOUTH CAROLINA NATIONAL BANK, a national banking corporation organized and existing under the laws of the United States of America, having a principal place of business in Greenville County, South Carolina, hereinafter referred to as "Mortgagee".

WHEREAS, the Owner is the present owner of real estate described on Schedule A attached hereto, incorporated herein by reference and made a part hereof as though fully set forth; and,

WHEREAS, Mortgagee has made a mortgage loan to Owner covering property described in Schedule A secured by a first mortgage executed by Owner to Mortgagee of even date herewith to secure a properly executed note in the sum of $800,000.00, dated March 26, 1984; and,

WHEREAS, all or a portion of the real estate described in Schedule A has been leased and demised to certain tenants whose names dates of said leases are shown on Schedule B attached hereto, incorporated herein by reference as though fully set forth; and,

WHEREAS, the Mortgagee as a condition to making said mortgage loan has required as additional security for said loan the within Conditional Assignment of Leases and Rentals of the Owner's ownership and interest in said leases shown on Schedule B affecting property described in Schedule A.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar ($1.00) paid by Mortgagee to Owner, the receipt whereof is hereby fully acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Mortgagee the said leases, 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:

(a) Cancel said leases or accept a surrender thereof unless the Owner and the applicable tenant shall execute a new lease approved by Mortgagee which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes, insurance and repairs to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to Mortgagee in same form and manner as he assigned the said cancelled lease.

(b) Modify the said leases, either orally or in writing, so as to decrease the term of the leases, reduce the rent or diminish the obligation of the tenants with regard to the payment of taxes, insurance, repairs or maintenance of the premises.

(c) Consent to an assignment of the tenants' interest in said leases which will relieve the tenants of liability for the payment of rent and the performance of the terms and conditions of the leases.

(d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof of any leases or any interest therein.

(e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the leases.

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