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BOOK 717 PAGE 479

STATE OF SOUTH CAROLINA OLLIE FARNSWORTH R.M.C. COUNTY OF GREENVILLE ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, North Carolina Real Estate Fund, Inc., hereinafter called the Lessor, hereby assigns, transfers and sets over by first and prior assignment unto The Life Insurance Company of Virginia, a corporation, hereinafter called the Company, its successors or assigns, all rents and all its right, title and interest in and to the following described Leases; riders attached thereto and any amendments thereof, as additional security for the indebtedness secured by the first lien Deed of Trust on the leased premises now held by the Company:

Lease between North Carolina Real Estate Fund, Inc., as Lessor, and Cassels United Stores, Inc., as Lessee, dated March 19, 1962, amended October 11, 1962, which lease commenced by occupancy on July 5, 1962, with the first payment on August 5, 1962, for a term of 10 years.

The foregoing Lease related to the premises briefly described as follows: A building containing 6,000 square feet adjacent to the A & P store situate on Broad Street in the City of Brevard, State of North Carolina. Reference is hereby made to said Lease for a description of the space covered thereby.

This assignment is being made, however, subject to the following terms and conditions, to-wit:

1. The Lessor shall retain control and management of the leased premises and shall receive and appropriate to his own use all income therefrom until there shall be a default under the first lien deed of trust hereinabove referred to, but in the event there is any such default the Company shall immediately have the right to take control and management of the premises and demand, collect and apply all net rents from the leased premises upon its said indebtedness in such manner as it may elect, and the said Lessees are hereby authorized upon such demand of the Company to pay the said rents in accordance with this assignment, without requiring proof of any such default.

2. This assignment is expressly made subject to and is limited by the promises, undertakings and agreements required of the Lessor in the said Leases, but the Company assumes no financial responsibility to the Lessees or any obligation to do, perform or attend to any of the matters or things required by the leases to be done, performed or attended to by the Lessor, but the Lessees shall look to the Lessor and to the rents from the leased premises for their protection and reimbursement.

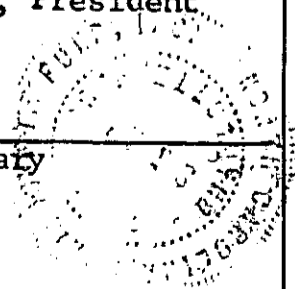
In the event, however, that the Company becomes the owner of the leased premises at any time during the terms of the Leases, or any of them, said Company shall be held to have assumed from that time all of the Lessor's obligations so far as the same relative to matters thereafter arising.

IN WITNESS WHEREOF, the Lessor and the Company have caused their signatures to be hereunto attached by their respective Presidents or Vice Presidents, and their respective seals to be affixed by their respective Secretaries or Assistant Secretaries, this 18th day of December, 1962.

Handwritten signatures of witnesses to Lessor.

NORTH CAROLINA REAL ESTATE FUND, INC. By Walter W. Goldsmith, President

ATTEST: A. E. Green, Secretary



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SATISFIED AND CANCELLED OF RECORD 4 DAY OF March 1975 Dennis S. Janherdy R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:15 O'CLOCK P. M. NO. 20351