

FILED
GREENVILLE S.C.

AUG 5 10 21 AM '83

DONATE RELEY

1193-821

STATE OF SOUTH CAROLINA)
) : CONDITIONAL ASSIGNMENT OF LEASE
COUNTY OF GREENVILLE)

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 piece, parcel, or lot of land on the Greenville County Tax Maps as Lot 5, Section 1, Sheet 381, being near the intersection of White Horse Road and Augusta Road. Derivation: Deed Book 1167 at Page 229.

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 Two Thousand and no/100 (\$202,000.00) 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 1 August 1983 for a term until 1 August 1988 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 1167 at Page 229 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:

(a) Cancel said lease or accept a surrender thereof unless the Owner and said North Hills Medical Clinic shall execute a new lease 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 and insurance 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 the same form and manner as he assigned the said cancelled lease.

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

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

(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 or any lease or any interest therein.

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

RECORDED IN DEED BOOK 1193 PAGE 821

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