

RECORDED

96 SEP -9 AM 11: 14

DEED 64 TPG 212

STATE OF SOUTH CAROLINA)
) R.M.C. SPARTANBURG, S.C.
) TITLE TO REAL ESTATE
 COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that GRAHAM, INC, a South Carolina corporation, by its duly authorized officer, in consideration of Ten Dollars and assumption of mortgage as set out below, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto:

GRAHAM-FORRESTER PARTNERSHIP, a South Carolina
 General Partnership
 P. O. Box 8327
 Greenville, South Carolina 29605

ALL that certain piece, parcel or tract of land, containing 21.147 acres, more or less, situate, lying and being on the northern side of Hardin Street, on the northeastern side of Woodruff Road, on the southwestern side of Victor Avenue, and on the western side of 26th Street in the County of Spartanburg, State of South Carolina, as shown on a plat entitled "J.P.Stevens & Co., Inc., Victor Plant" (Drawing No. 102), dated February, 1987, prepared by Dalton & Neves Co., Inc., Engineers and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Hardin Street and 26th Street at the southeastern most corner of the premises herein described, and running thence with the northern edge of the right of way for Hardin Street, the following courses and distances; N.60-53 W. 276.7 feet to an iron pin, thence N. 57-29 W. 137.93 feet to an iron pin, thence N. 49-25 W. 561.6 feet to an iron pin; thence N. 59-14 W. 44.4 feet to an iron pin, and thence N. 78-06 W. 61.28 feet to an iron pin at the intersection of Hardin Street and Woodruff Road; thence with the northeastern edge of the right of way for Woodruff Road, the following courses and distances: N. 30-05 W. 393.85 feet to an iron pin, thence N. 41-48 W. 83.56 feet to an iron pin, thence N. 55-10 W. 165.74 feet to an iron pin; thence N. 42-13 W. 75.62 feet to an iron pin, thence N. 15-51 W. 75.75 feet to an iron pin, thence N. 1-24 W. 193.69 feet to an iron pin, and thence N. 1-23 W. 287.16 feet to an iron pin at the intersection of Woodruff Road and Victor Avenue; thence with the southwestern edge of the right of way for Victor Avenue, the following courses and distances; S. 51-37 E. 183.62 feet to an iron pin, thence S. 51-34 E. 200.41 feet to an iron pin, thence S. 52.50 E. 45.6 feet to an iron pin, thence S. 55-28 E. 344.91 feet to an iron pin, and thence S. 52-35 E. 930.27 feet to an iron pin at the

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intersection of Victor Avenue and 26th Street; thence with the western edge of the right of way for 26th Street, S. 0-27 W. 690.33 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land, containing 3.272 acres, more or less, situate, lying and being on the northern side of Victor Avenue, on the eastern side of 5th Street, on the southern side of Wilson Street and on the western side of 7th Street, in the County of Spartanburg, State of South Carolina, being shown and designated as "Parking Lot" on a plat entitled "J. P. Stevens & Co., Inc., Victor Plant" (Drawing No. 101), dated February, 1987, prepared by Dalton & Neves Co., Inc., Engineers, recorded in the RMC Office for Spartanburg County in Plat Book 103 at Page 917 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

TMS No.: 9 04-05 003.00 and 003.01

THIS conveyance is subject to all restrictions, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantor herein by deed of T. Walter Brashier recorded in the RMC Office for Spartanburg County in Deed Book 63-G at Page 446 on September 22, 1995.

THE Grantee herein assumes and agrees to pay that certain mortgage from Graham, Inc. to T. Walter Brashier in the original amount of \$650,000.00, dated September 1, 1995 and recorded in the RMC Office for Spartanburg County in Mortgage Book 1766 at Page 80 on September 22, 1995 and having a present principal balance of \$650,000.00.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee, its successors and assigns, forever. And, the Grantor does hereby bind the Grantor and its successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee, its successors and against every person whomssoever lawfully claiming or to claim the same or any part thereof.

RECORDED

11

STATE OF SOUTH CAROLINA) 96 SEP -9 AM 11:15 DEED 64 T PG 215
)
 COUNTY OF SPARTANBURG) R.M.C. ASSIGNMENT OF LEASE,
 SPARTANBURG, S.C. RENTS AND PROFITS

THIS ASSIGNMENT made this 6th day of September, 1996, by and between Graham-Forrester Partnership, a South Carolina General Partnership, hereinafter called "Assignor"), and Greenville National Bank, (hereinafter called "Assignee").

W I T N E S S E T H:

For value received and as security for the loan hereinafter mentioned, the Assignor hereby sells, transfers and assigns unto the Assignee, its successors and assigns, all the right, title and interest of the Assignor in and to the rents, issues, profits, revenues, royalties, rights and benefits, from the property described on Exhibit A, attached hereto and made a part hereof.

And to that end, Assignor hereby assigns unto Assignee, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal.

And Assignor does hereby authorize and empower Assignee, its successors and assigns, to collect the said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and to apply them to the indebtedness secured hereby, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents as may now be due or shall hereafter become due to the said Assignee, its successors and assigns, upon demand for payment thereof by said Assignee, its successors and assigns. It is understood and agreed, however, that no such demand

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shall be made unless and until there has been a default in the payment of the note hereinafter described or a default under the mortgage hereinafter described, and until such demand is made the Assignor is authorized to collect, or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect, or continue collecting, as aforesaid by Assignor shall not operate to permit the collection by said Assignor, its successors or assigns, of any installment of rent more than two (2) months in advance.

The terms of this Assignment shall be until those certain notes of even date herewith, made, executed and delivered by Graham-Forrester Partnership, a South Carolina General Partnership, unto the Assignee in the original total principal amount of Five Hundred Fifty Thousand and No/100 (\$550,000.00) Dollars and all other indebtedness secured by the mortgage of even date herewith, made, executed and delivered by Assignor to the Assignee, covering the property described in Exhibit A attached hereto, shall have been fully paid and satisfied, and, at the end of such term, this Assignment is to be cancelled and released, and the satisfaction of said mortgage shall constitute a release hereof.

It is expressly covenanted and agreed by the undersigned Assignor, that at the time of the execution and delivery of this Assignment there has been no anticipation of prepayment of any rents by any of the tenants leasing part or all of the property described on Exhibit A.

It is further covenanted and agreed that Assignor, and its

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successors or assigns, shall have no right, power or authority to materially alter, modify or amend the terms, or any of them, of any of the leases pertaining to the property described on Exhibit A without first obtaining the consent, in writing, of the Assignee to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors and assigns, be liable for laches for failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Assignee is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by the Assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note, mortgage and all other loan documents for which this Assignment is given as additional security and by any means provided in said mortgage, and the rights hereby given are in addition to and cumulative of all rights given by said mortgage.

The covenants and obligations herein undertaken by the Assignor shall be binding upon its successors and assigns, and the rights and benefits herein conferred upon the Assignee shall inure to the benefit of its successors and assigns.


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IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed the day and year first above written.

IN THE PRESENCE OF:

ASSIGNOR

GRAHAM-FORRESTER PARTNERSHIP, A
SOUTH CAROLINA GENERAL PARTNERSHIP



John R. Forrester

By: B&B INVESTMENTS PARTNERSHIP

By: 

William O. Graham, Jr.

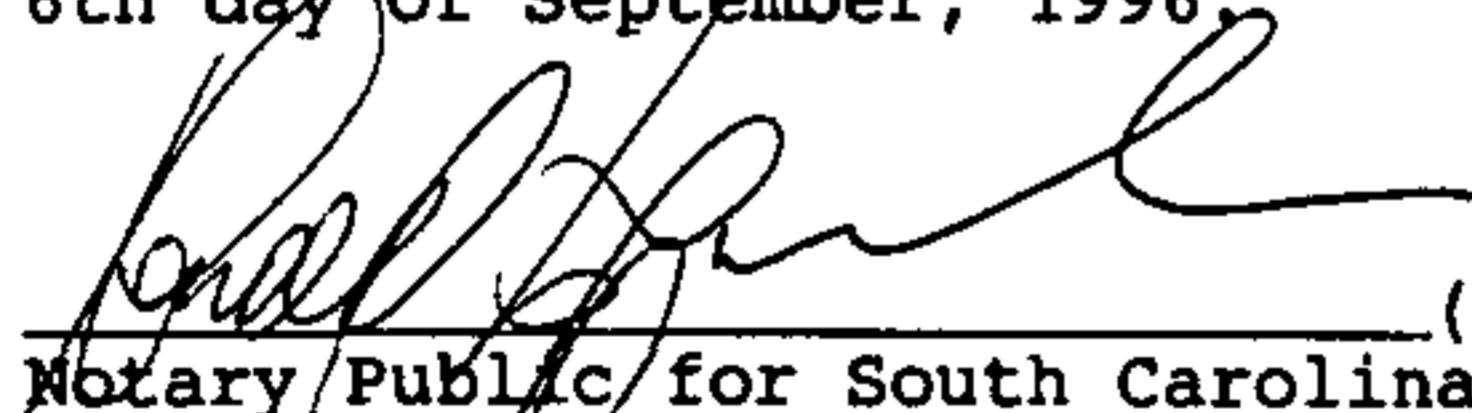
PARTNER

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

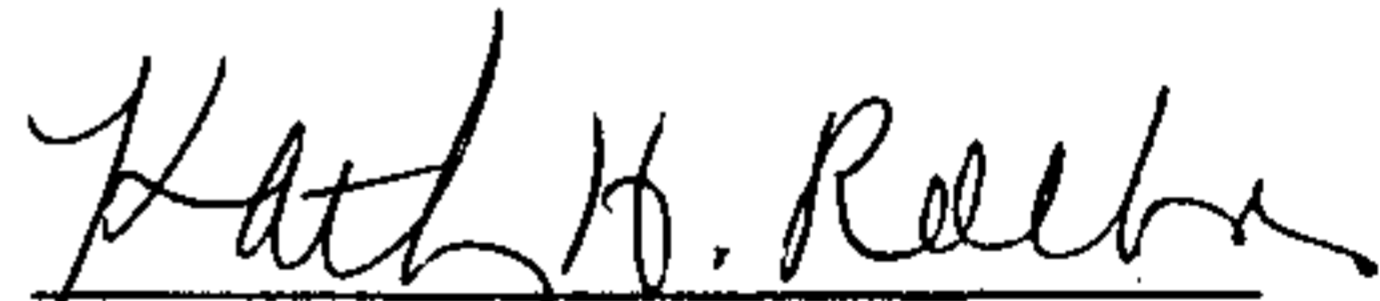
PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Graham-Forrester Partnership, a South Carolina General Partnership, sign, seal and as its act and deed, deliver the within written Assignment of Lease, Rents and Profits and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
6th day of September, 1996.



(LS)
Notary Public for South Carolina



Kath H. Reel

My commission expires 1/30/2005

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, containing 21.147 acres, more or less, situate, lying and being on the northern side of Hardin Street, on the northeastern side of Woodruff Road, on the southwestern side of Victor Avenue, and on the western side of 26th Street in the County of Spartanburg, State of South Carolina, as shown on a plat entitled "J.P. Stevens & Co., Inc., Victor Plant" (Drawing No. 102), dated February, 1987, prepared by Dalton & Neves Co., Inc., Engineers and having according to said plat, the following metes and bounds, to-wit:

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