

Wolfe Sup

103

ASSIGNMENT
AND
SECURITY AGREEMENT
(RENTS)

THIS ASSIGNMENT made this 26 day of March, 1987, by and between P & L Enterprises
hereinafter referred to as "Assignor", and North Carolina National Bank, hereinafter referred to
as "Assignee",

WITNESSETH:

THAT WHEREAS, the Assignor is indebted to the Assignee in the amount of \$ 410,000.00 as evidenced by a note
dated March 26, 1987; and

WHEREAS, the Assignor is Lessor under a Lease dated March 26, 1987, between Lessor and James
Paloumbas involving real estate owned by Assignor and located at 1305 Highway 66 South
Kernersville, NC 27284 (hereinafter called the "Lease"); and

WHEREAS, the Assignor desires to secure to the payment of said note the monthly lease payments due and payable to the Assignor
under the terms and provisions of the aforesaid Lease.

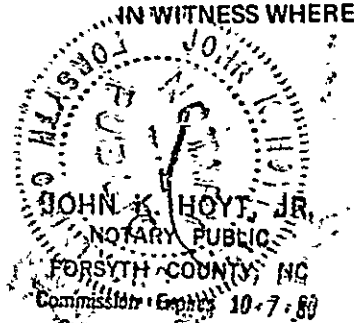
NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of Ten Dollars (\$10.00) to it paid by
the Assignee, the receipt of which is expressly acknowledged, the Assignor does hereby grant a security interest in, sell, transfer, assign and set
over to Assignee, all monies now and hereafter to become due on the Lease.

The Assignor does hereby represent and warranty to Assignee that the Lessee named in the Lease is indebted to the Assignor in the
amount and on the terms indicated therein; that such Lease is bona fide and arises out of the Lease of a building and for the performance of the
services enumerated therein; that said contract rights under the Lease are free and clear of all liens and encumbrances whatsoever other than the
security interest in favor of the Assignee and that the Assignor has the right to subject the same to the security interest hereunder.

But it is expressly understood and agreed that the Assignee shall collect the monthly lease rentals provided for in the above cap-
tioned Lease only after there has been default by the Assignor in the payment of the note herein before described and only to the extent neces-
sary to discharge the obligations of the Assignor to the said Assignee; provided always that if the Assignor shall pay to the said Assignee the
principal sum of the note in full and the interest thereon, at the time and in the manner prescribed in said note then these presents shall cease,
terminate, and be of no further effect.

It is further understood and agreed that this Assignment shall be construed in accordance with the laws of the State of North Caro-
lina and that any provision hereof which shall prove unenforceable shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed on the said day and month first written above.



Forsyth County, North Carolina

I, John K. Hoyt, Jr., Notary Public of
Forsyth County, N.C. do certify that
James D. Paloumbas, General Partner, and Athanasios
Leloudis, the makers, personally appeared
before me this day and acknowledged the
due execution of the foregoing instrument.
NONB 2242 (8-79) witnessed my hand and seal

John K. Hoyt, Jr.
3-26-87

P & L Enterprises

BY: James D. Paloumbas (SEAL)
James D. Paloumbas, General Partner

BY: Athanasios Leloudis (SEAL)
Athanasios Leloudis, General Partner

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of John K. Hoyt, Jr., NP
(here give name and official title of the officer signing the certificate passed upon)

Forsyth Co., NC

is (are) certified to be correct. This the

PRESENTED FOR
REGISTRATION
AND RECORDED

March 1987

MAR 27 1 05 PM '87

E. Speas, Register of Deeds

By K. K. Price Deputy Assistant

Probate and Filing Fee \$

5.00

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY, N.C.

BOOK 1598 P 1342