

JUN 7 1952

BOOK 457 PAGE 213

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

12904

ASSIGNMENT OF LEASE

WHEREAS the undersigned John W. Johnson and Annie S. Johnson ¹³⁰ ~~has executed~~ and delivered to the Esso Standard Oil Company a lease of certain properties hereinafter more particularly described, which lease is dated the 3rd day of June 1952, and ^{OLLIE F. JOHNSON} ~~and~~ ^{R.M.O.}

WHEREAS The South Carolina National Bank of Charleston, Columbia, South Carolina, has lent to the undersigned John W. Johnson and Annie S. Johnson the sum of Six Thousand ^{Two Hundred} and no/100 - - - - Dollars (\$ ^{6,200.00} ~~6,000.00~~) with which to make improvements on the leased property and the undersigned wishes to assign to The South Carolina National Bank of Charleston, Columbia Branch said lease as security for said loan. Now, therefore

KNOW ALL MEN BY THESE PRESENTS THAT we, John W. Johnson and Annie S. Johnson, of Marietta, South Carolina, for valuable consideration and in consideration of the premises, hereby assigns, transfers and sets over to The South Carolina National Bank of Charleston, Columbia Branch all that said lease entered into by us, John W. Johnson and Annie S. Johnson, as lessor with Esso Standard Oil Company as Lessee, dated 3rd day of June 1952, and covering the following described property:

All those certain pieces, parcels or lots of land, with the buildings and improvements thereon, State aforesaid, in Bates Township, situate, lying and being on the easternly side of Cleveland Avenue (U. S. Highway No. 276), in the Town of Marietta, and being shown as Lots 8, 9 and 10 of Block 2 on the plat of the property of J. Norwood Cleveland and the Estate of R. Mays Cleveland made by W. M. Rast, Engineer, December, 1927, said plat being recited in the records of the RMC Office for Greenville County, S. C. as being recorded in Plat Book H at pages 103-112, but in fact not being so recorded, although in Plat Book H, at pages 103-112 it is noted that said pages are reserved for this plat, and having according to the aforesaid plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeasterly corner of the intersection of Cleveland Avenue (U. S. Highway No. 276) and Slater Street, and running thence along the northerly side of Slater Street S. 67-40 E. 75 feet to an iron pin, joint corner of Lots 10 and 11; thence along the line of Lot 11 and the rear line of Lots 8, 9 and 10, Block 2, N. 22-20 E. 75 feet to an iron pin in the line of Lot No. 11, joint rear corner of Lots 7 and 8, Block 2; thence along the common line of Lots 7 and 8 N. 67-40 W. 75 feet to an iron pin on the Easterly side of Cleveland Avenue, joint front corner of said lots; thence along the Easterly side of Cleveland Avenue S. 22-20 W. 75 feet to an iron pin, point of beginning.

This is a portion of the same property conveyed to the mortgagors herein by deed of T. C. Gower, dated July 20, 1951, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 439, page 27.

together with the buildings, improvements and equipment thereon or connected therewith.

And hereby directs the Esso Standard Oil Company to pay to The South Carolina National Bank of Charleston, Columbia Branch the sum of Sixty-three and no/100 - - - - - Dollars (\$ 63.00) per month, the rental due

^{Said} under said lease, until the South Carolina National Bank of Charleston, Columbia Branch shall have been paid the principal sum of Six Thousand ^{Two Hundred} and no/100 - - - - - Dollars (\$ ^{6,200.00} ~~6,000.00~~), with interest thereon from date at the rate of 4 % per annum, together with any taxes, insurance, repairs, or disbursements which the South Carolina National Bank of Charleston, Columbia Branch has been required to make to keep the aforesaid lease in good standing.

And The South Carolina National Bank of Charleston, Columbia Branch is hereby authorized by the undersigned to do all things whatsoever necessary to keep the said lease in good standing in the event the undersigned shall fail to do so.

This Assignment is irrevocable and can only be terminated on the part of the undersigned by the payment in full to The South Carolina National Bank of Charleston, Columbia Branch of all the aforesaid indebtedness.

IN WITNESS WHEREOF the undersigned has signed these presents this 3rd day of June 1952.

WITNESS:

Geo E. Williams
Walter H. West

John W. Johnson
Annie S. Johnson