

OCT 5 1959 ASSIGNMENT OF RENTS 10602

The undersigned hereby transfers, sets over and assigns unto THE CITIZENS AND SOUTHERN NATIONAL BANK all rents payable under that certain lease executed by the undersigned as Lessor, to Sinclair Refining Company as Lessee, dated the 13th day of May,

19 59, and covering the following described property, to-wit: All that piece, parcel or lot of land situate, lying and being on the Northern side of Bramlett Road, near the City of Greenville, County of Greenville, South Carolina, state of South Carolina, and known and designated as portion of Lots #1 and #2, Section D of Plat of Property of N. H. and Alice M. Willis recorded in R.M.C. Office in Greenville County in Plat Book J at Page 150 and Page 151; and according to a plat later prepared by J. Mack Richardson and entitled the property of W. E. Durham, dated February 1959; having the following metes and bounds; to wit; Beginning at an iron pin on the Northern side of Bramlett Road at the corner of this tract and other property of the Lessor; which iron pin is 183.7 feet West of the Eastern boundary of the Durham property and running thence along the Northern side of Bramlett Road S 70-15 W for 94.3 feet to a point; thence continuing along side of road S 78-00 W for 95.9 feet to an iron pin at the corner of other property of Lessor, and running thence along a new line N. 16-06 W for 140.8 feet more or less to an iron pin; running thence N. 60-46 E for 194.2 feet to an iron pin; running thence S 16-06 E for 188.5 feet to an iron pin at point of beginning. Together with all improvements and buildings situate thereon.

which lease is recorded in Deed Book 635, Page 227, in the office of the ^{R.M.C.} ~~Recorder~~ the Superior Court of Greenville County, South Carolina.

This assignment is made to secure a certain promissory note executed by the undersigned dated September 29, 1959, in the principal sum of \$130,000.00 payable to the order of The Citizen and Southern National Bank, and the undersigned authorizes and directs Sinclair Refining Company to pay the rents due under said lease to said Bank.

This assignment is subject to all of the terms, provisions, conditions and obligations contained in said lease agreement; and

This assignment shall remain in effect until Sinclair Refining Company receives written notice directed to it at 600 Fifth Avenue, New York, New York, from the assignee herein that it is cancelled and released.

Assignor agrees that assignor will not cancel, amend or alter the said lease or reduce the rentals to be paid thereunder without the prior written consent of the assignee.