

FILED
GREENVILLE CO. S. C.

151111 BOOK 712 343

715

DEC 12 11 11 AM 1932

For Release of Assignment of Rents from Dead Book 1015 Page 281

For Confirmation of Assignment of Rents Agreement see Dead Book 712 Page 36

(THIS ASSIGNMENT OF RENTS AGREEMENT (herein called the "Assignment"), dated as of July 15, 1957, between STADEVCO, INC. (a Delaware corporation having its principal office at Room 1788, The Pure Oil Company, 35 E. Wacker Drive, Chicago 1, Illinois, herein called the "Assignor"), and BANKERS TRUST COMPANY (a New York trust company having its principal office at 16 Wall Street, New York, N. Y.), as Trustee (herein called the "Assignee") under an Indenture (herein called the "Indenture") dated as of July 15, 1957, between the Assignor and the Assignee;

WITNESSETH:

WHEREAS, the Assignor represents and warrants that it is the Lessor under a certain Lease (herein called the "Lease") of lands with buildings thereon, more particularly described in Schedule "1" attached hereto and made a part hereof (said lands and buildings being herein called the "Properties"), dated as of July 15, 1957, with The Pure Oil Company, an Ohio corporation, as Lessee (herein called the "Lessee"); and

WHEREAS, the Assignor has requested said Bankers Trust Company, in its capacity as trustee of various pension funds to purchase the Assignor's promissory notes of even date (herein called the "Notes") in the principal amount of \$2,000,000, to be paid from the proceeds of and secured by an assignment of a portion of the rentals payable under the terms and conditions of the Lease; and

WHEREAS, said Bankers Trust Company, in its capacity as trustee of such various pension funds, has delivered an agreement with the Assignor to purchase the principal amount of the Notes as requested, upon the condition that the Assignor shall execute and deliver this Assignment;

Now, THEREFORE, in consideration of the purchase of the Notes in the principal amount of \$2,000,000, and other good and valuable considerations, the Assignor hereby grants, pledges, transfers and assigns to the Assignee all of the following rights, titles and interests of the Assignor in and to the Lease (excluding from this Assignment, how-

(CONTINUED ON NEXT PAGE)