

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

COLLATERAL ASSIGNMENT
OF LEASE AND RENTS

WHEREAS, Harvey Lee Burns, a resident of Greenville County, South Carolina; in and by his certain Note of even date herewith, stands indebted to The Citizens and Southern National Bank of South Carolina, hereinafter referred to as the "Bank", in the full and principal sum of \$10,000.00, with interest thereon from the date hereof at the rate set forth in said Note, principal and interest being due and payable as set forth in said Note; and

WHEREAS, Harvey Lee Burns is the owner of the fee simple title to certain real estate situate in Greenville County, South Carolina, which has been leased by him to The Pure Oil Company as evidenced by that certain instrument in writing which is recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 685, page 67;

NOW, KNOW ALL MEN BY THESE PRESENTS that Harvey Lee Burns in consideration of said debt and the sum of money aforesaid, and for the better securing the payment thereof to the said Bank according to the terms of said Note, and also in the consideration of the further sum of Three Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to The Citizens and Southern National Bank of South Carolina, its successors and assigns, that certain lease dated September 14, 1961 executed by Harvey Lee Burns as lessor to The Pure Oil Company, lessee, as evidenced by that certain instrument in writing as aforesaid which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 685, page 67 with full power and authority to exercise all rights, privileges and duties of Harvey Lee Burns provided in said lease until such time as the aforesaid debt shall have been paid in full.

Harvey Lee Burns covenants that he is the owner of the property as described in the aforesaid lease, free of all liens and encumbrances, except as stated herein and that said lease to The Pure Oil Company is assignable according to the terms provided herein; and it is understood and agreed that the said Harvey Lee Burns hereby binds himself, his heirs and assigns, to the faithful performance of the terms hereof.

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