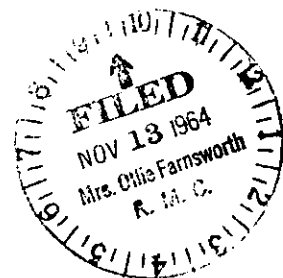


ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, W. & T. CORPORATION
hereinafter referred to as "owner", is the present owner in fee simple of the following described real property located in Greenville County, Greenville, South Carolina to-wit:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Greenville, Greenville Township, Greenville County, State of South Carolina, between Lee Street and Drayton Avenue (formerly Douglas Avenue) having, according to plat of the property of Southern Bell Telephone and Telegraph Company, prepared by Dalton and Mead, December 20, 1962, recorded in the R.M.C. Office of Greenville County in Plat Book "BB" at Page 89, the following metes and bounds, courses and distances, to wit: Beginning at the intersection of Lee Street and Front Street and running thence with the Southern side of Front Street North 47°22' East One Hundred and Forty-Nine (149') Feet to an iron pin, on the right-of-way line of Drayton Avenue, this is the Southeastern side of said right-of-way; thence South 89°83' East One Hundred Twenty-Eight (128') Feet to an iron pin; thence continuing South 88°15' East Ninety (90') Feet to an iron pin; thence continuing South 87°31' East Fifty-Five and 2/10 (55.2') Feet to an iron pin; thence South 18°07' East Three Hundred Ninety-Two and 4/10 (392.4') Feet to old pin; thence South 46°23' West One Hundred Sixty-Six and 2/10 (166.2') Feet to old pin on the Eastern side of Lee Street; thence on the Eastern side of Lee Street North 44°22' West Five Hundred Forty-Nine and 2/10 (549.2') Feet to the point of beginning, containing Three and 14/100 (3.14 A) Acres, said premises being the same tract of land conveyed to the Mortgagor by Deed recorded in Volume 514 at Page 405; also, any and all rights, title and interest which the Mortgagor may have in any strip of land lying between the Northern line of the above described lot and Drayton Avenue.



and;

WHEREAS, Provident Life and Accident Insurance Company, a corporation of the State of Tennessee, hereinafter sometimes referred to as mortgagee, is about to become the owner and holder of a first mortgage executed by owner, covering the said property, which mortgage secures a note in the principal sum of Seventy-Five Thousand and no/100 Dollars (\$5,000.00), and

WHEREAS, a considerable portion or all of said mortgaged premises have been leased and demised to Southern Bell Telephone & Telegraph Company August 5, 1955 as renewed by letter under lease dated dated June 11, 1964, hereinafter referred to as the "lease", and a copy is attached as Exhibit "A", and

WHEREAS, Provident Life and Accident Insurance Company as a condition to making the aforesaid mortgage loan, has required an assignment of the said lease as additional security for said mortgage loan.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Provident Life and Accident Insurance Company to owner, the receipt whereof is

(CONTINUED ON NEXT PAGE).