

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAY 12, 4 55 PM 1966

ASSIGNMENT OF LEASE

WHEREAS, Milton I. McMahan, hereinafter referred to as "Owner", is the present owner in fee simple of property briefly described as being in the City of Greenville, lying on the southern side of West McBee Avenue and fronting thereon 46.5 feet; said property generally being known as Nos. 9-11 West McBee Avenue and is identified on the County Tax Maps at Sheet 59, Block 2, Lot 2; and

WHEREAS, C. Douglas Wilson & Co., a corporation organized under the laws of the State of South Carolina and having its principal office in Greenville, S. C., is in the process of making a loan to the Owner in the original sum of \$36,000.00 to be evidenced by a promissory note secured by a first mortgage to be executed by Owner covering the above mentioned property, and

WHEREAS, a portion of said property has been demised to Don Seawright d/b/a Style-Rite Beauty College under a lease dated May 11, 1965 for a term of one year, together with a two-year option, hereinafter referred to as "Lease", and

WHEREAS, C. Douglas Wilson & Co. is to assign their note and mortgage to Southwestern Life Insurance Company, hereinafter referred to as "Company", and said Company as a condition to accepting said mortgage loan has required as additional security for said loan a conditional assignment of Owner's interest in said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of Three Dollars paid by Company to Owner, the receipt of which is hereby acknowledged by Owner, the said Owner does hereby assign, transfer, and set over unto Company the said lease, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Company that it will not, without the written consent of Company; do or allow any of the following acts:

1. Cancel said lease or accept a surrender thereof unless the Owner and the Tenant under the above mentioned lease shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the Tenant's obligation to pay taxes and insurance to the extent that such obligation may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of said cancelled lease. Furthermore, Owner covenants and agrees to assign said new lease to Company in the same form and manner as Owner assigned the said cancelled lease.
2. Reduce the rent, or accept payment of any installment of rent in advance of the due date thereof.
3. Modify the said lease, either orally or in writing, so as to decrease the term of the lease, reduce the rent or diminish the obligation of the Tenant with regard to the payment of taxes and insurance.
4. Consent to an assignment of the Tenant's interest in said lease which will relieve the Tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.
5. Accept a surrender, abandonment or vacation of the premises prior to the end of the term of the lease. However, the Owner shall have the right, regardless of this assignment, to modify said lease or take any other action with respect thereto which does not violate the provisions of subparagraphs 1 through 5 hereof and does not affect the security of this additional assignment.

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