

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
ASSIGNMENT OF RENT AND  
COMMISSION AGREEMENT

AUG 10 9 19 AM 1965

OLLIE F. B. BIRTH  
R. S. C.

WHEREAS, The First National Bank of Greenville, S. C., as Executor and Trustee under the Will of Frances C. Floyd, deceased, Mark W. Cauble, et al, as Landlords, and J. C. Penney Company, Tenant, entered into a certain lease agreement on the 29th day of January, 1954 covering the following described premises and improvements thereon situate in the City of Greenville, County of Greenville, State of South Carolina, and having according to a survey made by Piedmont Engineering Service dated January 15, 1954 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of North Main Street, which pin is 76.15 feet North from the Northeast corner of the intersection of North Main Street and East Washington Street; thence along the East side of North Main Street, N. 17-36 E. 24 feet to a point; thence S. 72-48 E. 95 feet to a point; thence S. 18-17 W. 24 feet to a point in the center of a brick wall; thence with the center of said wall, N. 72-48 W. 95.6 feet to a point on the East side of North Main Street, the beginning corner, being the same premises shown and designated as "Cauble and Gibson, et al" on said survey; and

WHEREAS, said property was subsequently acquired in fee simple by the undersigned Mark W. Cauble, Jr., Thomas V. Cauble, Jane C. Rawlings, Carolyn C. Boyer, and Margaret C. Davis as will more fully appear by reference to the records in the offices of the Register of Mesne Conveyance and the Probate Court for Greenville County, South Carolina; and

WHEREAS, the undersigned have by deed of even date herewith conveyed said property by fee simple deed to Elizabeth W. Flory as will more fully appear by reference to deed recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 779, page 409; and

WHEREAS, the lease agreement hereinabove referred to provides among other things that five per cent (5%) of the rentals was to be paid to Mark W. Cauble as commission for the negotiation of said lease; and

WHEREAS, the J. C. Penney Company, as tenant, is required to pay said commission directly to the said Mark W. Cauble at the times when the rent is payable under said lease; and

(Continued on next page)

For Lease in connection with this Assignment See Deed Book 502, page 159