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GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA (LIEBERT) NORTH ASSIGNMENT OF LEASE
COUNTY OF GREENVILLE R.M.C.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, G. J. Scarr and J. H. Sitton, Jr., hereinafter referred to as "owners" is the present owner in fee simple of the following described real property located in the city of Greenville, county of Greenville, and state of South Carolina, to wit:

ALL that certain piece, parcel or lot of land in Greenville County, South Carolina being known and designated as the northern part of Lot No. 5, Augusta Road and shown on a plat made by Carolina Engineering & Surveying Company dated March 14, 1968 and recorded in the R. M. C. Office for Greenville County in Plat Book ~~XXX~~ at Page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Augusta Road and running thence along the joint line of Lots Nos. 4 and 5 S. 29-57 W. 227.2 feet to a point; thence running N. 55-15 W. 165.0 feet to a point; thence running N. 30-15 E. 237.4 feet to an iron pin on the southwestern side of Augusta Road; thence running along the said Augusta Road S. 51-04 E. 65.0 feet to a point; thence continuing along the said Augusta Road S. 52-06 E. 100.0 feet to an iron pin, the point of beginning.

WHEREAS, Southern Bank and Trust Company, hereinafter referred to as the bank, is a owner and holder of a first mortgage executed by the owners, covering the said property, which mortgage secures a note in the principal amount of \$171,000.00, and

WHEREAS, all the said mortgaged premises have been leased to McDonald Corporation, a Delaware Corporation, under lease dated July 15, 1968, whereas Southern Bank and Trust Company, Greenville, South Carolina, as a condition to making the aforesaid mortgage loan has required an assignment of the Lessor's interest under 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 Southern Bank and Trust Company, Greenville, South Carolina, the receipt, whereof is hereby acknowledged by the owners, said owners hereby assigns, transfers and sets over unto the said bank, or the right, title, and interest of the owners, in and to the said lease and any additions, amendments and/or supplements thereto, as additional security and for the consideration aforesaid, the owners hereby covenants and agrees to, and with the Bank, that it will not, without the written consent of the Bank,

(a) Modify the said lease, either orally, or in writing, so that 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.

(b) Permit the payment of rent in any medium other than lawful money of the United States, or encumber or assign the rents or any part thereof or any lease or interest therein.

and any of the above acts, if done without the written consent of the Bank shall be null and void. The Bank, by acceptance of this agreement, covenants and agrees to and with the owners that, until a default shall occur by owners in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said owner may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is covenanted and agreed by owners for the consideration aforesaid, that upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note,

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Cancelled
Dorinda S. Linschlag