

FILED  
GREENVILLE CO. S. C.  
JUN 23 1969  
CLERK OF COURSE  
R. H. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, RICE-CLEVELAND COMPANY, INC., a corporation chartered under the laws of the State of South Carolina, hereinafter referred to as "OWNER," is the present owner in fee simple of real property located in Greenville County, South Carolina, briefly described as follows: Property on the South side of P & N Drive in Gantt Township, near the City of Greenville, S. C., shown on a plat made by Alex A. Moss, dated January 17, 1969, and

WHEREAS, Southern Bank & Trust Co., a corporation of the State of South Carolina having its principal office in the City of Greenville in said State, hereinafter referred to as "MORTGAGEE," is about to become the owner of a mortgage loan to OWNER in the amount of Two Hundred Sixty Thousand and No/100 (\$260,000.00) Dollars evidenced by a promissory note and secured by a first mortgage executed by OWNER covering said property, and

WHEREAS, a considerable portion of said property has been demised to Dill Warehouse, Inc., a corporation of the State of South Carolina under a lease dated April 18, 1969, for a term of years, an executed copy which has been turned over to Southern Bank & Trust Co., and

WHEREAS, Southern Bank & Trust Co., as a condition to acquiring 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 One Dollar (\$1.00) paid by MORTGAGEE, its successors and assigns, to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER, hereby assigns, transfers and sets over unto MORTGAGEE, its successors and assigns, the said lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with MORTGAGEE, its successors, that it will not, without the written consent of MORTGAGEE, its successors and assigns,

(a) Cancel said lease or accept a surrender thereof unless the OWNER and said Dill Warehouse, Inc., 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 obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. OWNER covenants and agrees to assign said lease to MORTGAGEE, its successors and assigns, in the form and manner as he assigned the said cancelled lease.

(Continued on next page)