

20046 Release of Assignment of Lease see Bk 1468 pg 929
3/31/92

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ELIZABETH RIDGLEY

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THIS AGREEMENT, made this 16th day of November, 1972, by Greenville Medical Center, Inc., a South Carolina corporation, having its principal office at 315 Calhoun Street, Charleston, South Carolina, Assignor, to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal office at 200 Berkeley Street, City of Boston, The Commonwealth of Massachusetts, Assignee,

WITNESSETH:

WHEREAS the assignor as owner of the premises described in the mortgage hereinafter mentioned and situated between the northeasterly side of Vardry Street and the southerly side of Field Street, in the City of Greenville, County of Greenville, State of South Carolina, being shown as Parcel II on a plat of property of Greenville Medical Center, Inc., recorded in the RMC Office for Greenville County, S. C., in Plat Book DDD, page 169, said property fronting 295 feet on the northeasterly side of Vardry Street and having a depth of 385.8 feet on the easterly side, a depth of 197.8 feet on the westerly side, and being 200 feet across the rear along the southerly side of Field Street,

has requested from the assignee a loan of Four Hundred Thousand and No/100 (\$400,000.00) Dollars evidenced by a note in the sum of Four Hundred Thousand and No/100 (\$400,000.00) Dollars and interest, made by Greenville Medical Center, Inc. to the JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, and secured by a mortgage covering said premises, dated November 16, 1972, and about to be recorded in the office of the RMC for Greenville County, South Carolina, in accordance with the terms and conditions of said note and mortgage;

AND WHEREAS the said premises or portions thereof, as by reference to the lease or leases hereinafter mentioned will appear, have been leased as follows:

| <u>LANDLORD</u> | <u>TENANT</u> | <u>DATE</u> |
|---------------------------------|--|-------------|
| Greenville Medical Center, Inc. | Medical Arts Pharmacy | 3/13/70 |
| Greenville Medical Center, Inc. | Ridgeway's Optician Inc. | 7/01/69 |
| Greenville Medical Center, Inc. | Greenville Radiology Professional Association | 10/01/69 |
| Greenville Medical Center, Inc. | K. Dan Adcock, M. D. and T. W. McDonald, MD | 8/15/70 |
| Greenville Medical Center, Inc. | A. Heide Davis, M. D. | 6/15/70 |
| Greenville Medical Center, Inc. | Lathem and McCoy Urology Professional Association | 7/01/71 |
| Greenville Medical Center, Inc. | David H. Webster, M. D. | 6/01/72 |
| Greenville Medical Center, Inc. | David P. Reese, M. D. | 6/17/68 |
| Greenville Medical Center, Inc. | C. D. Bessinger, M. D. | 7/01/69 |
| Greenville Medical Center, Inc. | Visiting Nurses Association of Greenville | 6/19/68 |
| Greenville Medical Center, Inc. | James E. Lipscomb, Jr., M. D. and Joseph I. Converse, M. D., Associates | 5/15/70 |
| Greenville Medical Center, Inc. | Laddie L. Jones, D.D.S. | 8/15/69 |
| Greenville Medical Center, Inc. | Ashmore-Mann-Ervin, P. A. | 3/01/72 |
| Greenville Medical Center, Inc. | Greenville Blood Assurance Program | 11/15/71 |
| Greenville Medical Center, Inc. | Wayne C. Brady, M. D. and J. Keith Blincow, M. D., Orthopedic Association, P. A. | 10/01/72 |
| Greenville Medical Center, Inc. | Internal Medicine Associates, P. A. | 10/01/72 |
| Greenville Medical Center, Inc. | John E. Walton, M. D. | 9/19/72 |

NOW THEREFORE, in order to induce the assignee to make the above-mentioned loan and as additional security for the payment of the principal and interest due on said note and for the performance and observance of all the agreements contained therein and in said mortgage, the aforesaid assignor does hereby assign and transfer to the said assignee, said lease or leases together with all the right, title and interest of the assignor, as landlord, in said lease or leases and any renewals thereof and options to purchase, if any therein contained;

TO HAVE AND TO HOLD the same unto the assignee as additional security for the payment of the principal and interest provided to be paid in said note and for the performance and observance of all the agreements contained therein and in said mortgage;

AND the assignor hereby covenants and agrees as follows:

THAT the terms of the aforesaid lease or leases will not be altered, modified or changed, nor will said lease or leases be surrendered or cancelled, nor will any proceedings for the dispossession or eviction of any tenant under said lease or leases be instituted, without the prior written consent of the assignee;

THAT no request will be made of any tenant to pay any rent, and no rent will be accepted, in advance of the dates upon which such rent becomes due and payable under the terms of the above-mentioned lease or leases, it being agreed between the landlord and the tenant or tenants that rent shall be paid as provided in said lease or leases and not otherwise;