

pin on the Western side of S. C. Highway 291 (Pleasantburg Drive); thence with said Highway the following calls and distances: S. 26-04 W. 92 feet; thence S. 24-51 W. 118 feet; thence S. 22-42 W. 100 feet; thence S. 20-45 W. 100 feet; thence S. 18-46 W. 100 feet; thence S. 16-52 W. 100 feet; thence S. 14-37 W. 123.1 feet to an iron pin at the point of beginning.

To have and to hold the entirety of said leasehold estate unto said Assignee, its successors, assigns and subtenants for the primary term thereof and for the extension and renewal periods therein provided, subject only to the agreements, requirements, and conditions therein and herein contained.

The property herein sold and assigned is the same property sold and assigned by Mid-South Development Company, Inc., a Texas Corporation, to First Commercial Development Company, Inc., by written instrument dated March 13, 1973, entitled "Sale and Assignment of Leasehold Estate".

## II.

The consideration for this this sale and assignment is made is the sum of One Dollar (\$1.00). This sale and assignment is made subject to the following obligations, all of which obligations have been assumed by the Assignor herein:

- (a) The balances owed by Mid-South Development Company, Inc. to Southern Bank & Trust Company, under the terms of that certain note and mortgage given by Mid-South Development Company, Inc. to the Bank dated March 12, 1971, in the original principal amount of \$750,000.00, and that certain note given by Mid-South Development Company, Inc. to the Bank dated June 9, 1972, in the original principal amount of \$250,000.00. The total combined balance of said notes is \$947,031.92. Assignor represents that said amount is the true and correct amount owed the Bank and that there are no accrued, but unpaid, payments due on said indebtedness.
- (b) All of the obligations of the Lessee under the Douglas and Moseley lease, including, without limitation, the payment of rentals as they fall due.