

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 1 10 56 AM '72

VOL 937 PAGE 282
1038 PAGE 925

OLLIE FARNSWORTH

WHEREAS, Thomas Howard Suitt, 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: Lot in City of Greenville, between Cleveland Street Extension and the Reedy River fronting 125 feet on Cleveland Street Extension and containing .90 acres, more or less, and

WHEREAS, The Citizens & Southern National Bank of South Carolina, a national banking corporation having offices in the City and County 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 Fifty Thousand and No/100ths (\$50,000.00) Dollars evidenced by a promissory note and secured by a first mortgage executed by OWNER covering said property, and

WHEREAS, a portion of said property has been demised to Suitt Construction Company, a corporation of the State of South Carolina, under a lease dated April 29, 1971, for a term of years, which lease or a memorandum thereof has been duly recorded in the R.M.C. Office for Greenville County in Book 914, at page 178; and a portion of said property has been demised to James M. Stewart under a lease dated January 26, 1972, for a term of years, which lease or a memorandum thereof has been duly recorded in the R.M.C. Office for Greenville County in Book 1228, at page 653; both of which leases are hereinafter referred to as "lease", and

WHEREAS, The Citizens & Southern National Bank of South Carolina, as a condition to making 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 to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto MORTGAGEE the said lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with MORTGAGEE that it will not, without the written consent of MORTGAGEE,

(a) Cancel said lease or accept a surrender thereof unless the OWNER and said 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 said lease.

1038 PAGE 925

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Thomas Howard Suitt
34279
The Citizens & Southern
Natl Bank

Filed for record in the office of
the R. M. C. for Greenville
County, S. C. at 10:56 o'clock

A. M. March 1, 1972
and recorded in Deed

937

Ollie Farnsworth
R. M. C. for S. C. RECORDING FEE
PAID \$ 1.00

6/29/76

Satisfactory cancellation
of assignment of lease this

29th of June, 1976.

THE CITIZENS & SOUTHERN NATL. BANK

By: *[Signature]*

By: *[Signature]*

LEATHERWOOD, WALKER, TODD & MANN

JUN 30 1976

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GREENVILLE CO. S. C.
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GONNIE S. TARKERSLEY
R.M.C.

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