

FILED  
GREENVILLE CO. S. C.  
1966  
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CLERK OF COURTS  
GREENVILLE

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, Frank Towers Rice and Claire Fontaine Rice as Trustees under Indenture of Trust executed by Gladys S. Rice and said Trustees under date of November 4, 1966, hereinafter referred to as "OWNERS", are the present owners in fee simple of real property located in Greenville County, South Carolina, briefly described as follows: All that lot of land with the buildings and improvements thereon, situate on the north side of a proposed 50 foot street and on the south side of Interstate Highway No. 85 and on both sides of Old Greenville-Piedmont Road, near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lots Nos. 1 and 2 on a plat made by Alex A. Moss, December 26, 1966;

WHEREAS, South Carolina National Bank of Charleston, Greenville, S. C. Branch, a corporation chartered under the Banking Laws of the United States of America, hereinafter referred to as "MORTGAGEE", is about to become the owner of a mortgage loan to Owners in the amount of Sixty Thousand and No/100 (\$60,000.00) Dollars evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by Owners covering said property, and:

WHEREAS, all of said property has been demised to Western Textile Products Company, a corporation of the State of Tennessee, under a lease dated April 1, 1964, and for a term of years, which lease of a memorandum thereof has been duly recorded in the appropriate office in Book 780, Page 153, hereinafter referred to as a Supplemental Lease, dated September 20, 1966;

WHEREAS, South Carolina National Bank of Charleston, Greenville, S. C. Branch, as a condition to acquiring said mortgage loan has required as additional security for said loan a conditional assignment of Owners' 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 Owners, the receipt whereof is hereby acknowledged by Owners, the said Owners hereby assign, transfer and set over unto Mortgagee the said lease, as additional security; and for the consideration aforesaid, the Owners hereby covenant and agree 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 Owners and said Western Textile Products of Tennessee shall execute a new lease which shall go into effect prior to or simultaneously with said

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