

Nov 29 4 32 PM '76

DONNIE S. TANKERSLEY
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ASSIGNMENT OF LEASE

THIS ASSIGNMENT AND AGREEMENT, made and entered into this ^{29th} day
of November, 19 76, by and between

JACK E. SHAW

, hereinafter

referred to as "Borrower," and FIRST NATIONAL BANK OF SOUTH CAROLINA

, hereinafter referred to as "Lender," WITNESSETH:

WHEREAS, Borrower is the present owner in fee simple of the following described property:

All that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the southeastern side of Old Buncombe Road and containing 6.90 acres more or less as shown on Plat of property of University Square prepared by Piedmont Engineers, Architects & Planners, dated August 23, 1976 and revised October 6, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5-X, at Page 7, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Old Buncombe Road at the corner of property owned by the Greenville County School District which point is located 414 feet in a northerly direction from the northeastern corner of the intersection of Old Buncombe Road and Thompson Road, and running thence along said Old Buncombe Road N. 15-59 E. 40.71 feet to an iron pin; thence S. 63-19 E. 137.57 feet to an iron pin; thence N. 26-41 E. 192 feet to an iron pin; thence N. 63-19 W. 173.84 feet to an iron pin on the southeastern side of Old Buncombe Road; thence along said Road N. 15-59 E. 50.89 feet to an iron pin; thence S. 63-19 E. 183.29 feet to an iron pin; thence N. 26-41 E. 280 feet to an iron pin; thence N. 63-19 W. 236.2 feet to an iron pin on the southeastern side of Old Buncombe Road; thence along said Road N. 15-59 E. 48.05 feet to an iron pin; thence continuing along said Road N. 17-09 E. 2.84 feet to an iron pin; thence S. 63-19 E. 270.60 feet to an iron pin; thence N. 26-41 E. 192 feet to an iron pin; thence N. 56-41 E. 47.5 feet to an iron pin on the western side of the ramp leading to U.S. Highways Nos. 25 and 276; thence along the western side of said ramp S. 33-28 E. 25 feet to an iron pin; thence S. 56-41 W. 41 feet to an iron pin; thence S. 26-41 W. 195.2 feet to an iron pin; thence S. 63-19 E. 395 feet to an iron pin; thence S. 26-41 W. 602 feet to an iron pin; thence N. 63-19 W. 575 feet to the point of beginning

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AND WHEREAS, Lender is about to become the owner and holder of a mortgage, hereinafter referred to as "security instrument," executed by the Borrower, covering the above described property, and securing a promissory note in the principal sum of One Million, Forty-five Thousand, Five Hundred and No/100 (\$1,045,500.00 Dollars; and

WHEREAS, Lender, as a condition to making the aforesaid loan and as additional security therefor, has required an assignment of all of the Borrower's right, title and interest in and to all leases now on said property or hereafter placed thereon and of all other rents, issues and profits derived or derivable from said property, and has further required the agreements and undertakings of the Borrower hereinafter set forth.

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