

FILED  
GREENVILLE CO. S. C.

1077-370

23 9 1977

STATE OF SOUTH CAROLINA )

ASSIGNMENT OF LEASE

COUNTY OF GREENVILLE )

WHEREAS, Lowndes Hill Realty Company hereinafter referred to as "Owner", is the present owner in fee simple of the property briefly described as follows: Tract in the Northwest corner of the intersection of Lowndes Hill Road with North Pleasantburg Drive, City of Greenville, South Carolina, containing 1.354 acres, more or less, as shown on plat of Lowndes Hill Realty Company property prepared by Piedmont Engineers-Architects-Planners, dated August 2, 1977; and

WHEREAS, First Federal Savings and Loan Association of Greenville, a corporation organized under the laws of the United States of America and having its principal office in Greenville, S. C., hereinafter referred to as "First Federal", is in the process of making a loan to the Owner in the sum of \$ 300,000.00 to be evidenced by a promissory note secured by a first mortgage to be executed by Owner covering the above mentioned property, and

WHEREAS, all/part of said property has been demised to East Greenville Restaurant, Inc. Nov. 8, 1977 and April 13, 1978, under a lease dated August 9, 1977, as amended on/ for a term of 30 years ~~xxxx~~, hereinafter referred to as "Lease", and

WHEREAS, First Federal 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 Three Dollars paid by First Federal to Owner, the receipt of which is hereby acknowledged by Owner, the said Owner does hereby assign, transfer, and set over unto First Federal the said lease, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with First Federal that it will not, without the written consent of First Federal, do or allow any of the following acts:

1. Cancel said lease or accept a surrender thereof unless the Owner and the Tenant under the above mentioned lease 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 the cancelled lease and which shall not diminish the Tenant's obligation to pay taxes and insurance to the extent that such obligation may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of said cancelled lease. Furthermore, Owner covenants and agrees to assign said new lease to First Federal in the same form and manner as Owner assigned the said cancelled lease.
2. Reduce the rent, or accept payment of any installment of rent in advance of the due date thereof.
3. Modify the said lease, either orally or in writing, so as to decrease the term of the lease, reduce the rent or diminish the obligation of the Tenant with regard to the payment of taxes and insurance.
4. Consent to an assignment of the Tenant's interest in said lease which will relieve the Tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.
5. Accept a surrender, abandonment or vacation of the premises prior to the end of the term of the lease, However, the Owner shall have the right, regardless of this assignment, to modify said lease or take any other action with respect hereto which does not violate the provisions of subparagraphs 1 through 5 thereof and does not affect the security of this additional assignment.

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