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GREENVILLE CO. S. C.

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*Doc: 211  
Dannie S. Labeulay  
10/73*

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ASSIGNMENT OF LEASE

OLLIE PEPPERWORTH

R.M.G.

WHEREAS, MODERN WAREHOUSES, INC.

, hereinafter referred to as "OWNER," is the present owner in fee simple of the property briefly described as: lot and warehouse building in Greenville County, S. C., known as 206, 208 and 210 Industrial Drive (P.B. "22", page 101)--

AND WHEREAS, LIBERTY LIFE INSURANCE COMPANY, a corporation of the State of South Carolina having its principal office in the City of Greenville in said State, hereinafter referred to as "LIBERTY LIFE," is about to make a loan to the OWNER in the amount of One Hundred Twenty Thousand and no/100 ---- Dollars to be evidenced by a promissory note secured by a first (mortgage) (deed of trust) (security deed) to be executed by OWNER covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised to BIGELOW-SANFORD, INC., a corporation of the State of Delaware, under a lease dated October 28, 1963 for a term of years, which lease has been duly recorded in the appropriate office in Book \_\_\_\_\_, at page \_\_\_\_\_, hereinafter referred to as "lease," and

WHEREAS, LIBERTY LIFE INSURANCE COMPANY 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 LIBERTY LIFE to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto LIBERTY LIFE the said lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with LIBERTY LIFE that it will not, without the written consent of LIBERTY LIFE, which consent shall not be unreasonably withheld.

(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 the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. OWNER covenants and agrees to assign said new lease to LIBERTY LIFE in the same form and manner as he assigned the said cancelled lease.

(b) Reduce the rent, nor accept payment of any installment of rent in advance of the

THIS ASSIGNMENT IS HEREBY CANCELLED, THIS 13th DAY OF MARCH, 1979

Executed in the presence of:

LIBERTY LIFE INSURANCE COMPANY

By *Paul Van Ruyven*  
Vice President

*Edith M. Blumenthal*

*Edith M. Blumenthal*

Notary Public for South Carolina

My Commission Expires *Nov 13, 1983*

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

RECORDED MAR 23 1979 at 10:15 A.M.

IN WITNESS WHEREOF, the OWNER has executed this assignment on this  
March 1964

Witnesses:

*Garner R. Shibley Jr*

MODERN WAREHOUSES, INC.

By *Walter W. Gresham*  
President

CCTC

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