

ASSIGNENT OF LEASE

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THIS ACREEMENT, made April / , 1983, between Dozier H. Helmly, hereinafter called "Assignor," and Jewell Owens Helmly, hereinafter called "Assignee":

Pecitals

WHEREAS, a lease was executed on April _____, 1983 between McBirts of Greer, a General Partnership, as Landlord, and Assignor, as Tenant, by the terms of which the real property listed on Exhibit "A" was leased to the Assignor, as Tenant for a term of one year with one 48 month and two 60 month renewals commencing on April _____, 1983, and ending on April _____, 1984, subject to earlier termination as therein provided;

WHEREAS, the Assignor now desires to assign the lease to the Assignee, and the Assignee desires to accept the assignment thereof:

Assignment

NOW, THEREFORE, for and in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee and his heirs, executors, administrators, and assigns all of his right, title, and interest in and to the lease hereinbefore described, and a copy of which is attached hereto as Exhibit B and the Assignee hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept, including the making of all payments due to or payable on behalf of the tenant under said lease when due and payable.

Binding on Successors

This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

Executed the day and year first above written. Pozier H. Helmly Betty H. Norio Jewell Owens Helmly "Assignee" ⊕0**39**. _---- 5 UL 1 83 ---- olae 83