

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

BOOK 904 PAGE 579  
ASSIGNMENT

FOR VALUE RECEIVED, General Mortgage Co. hereby assigns, transfers and sets-over to New York Life Insurance Company, or orders, the within mortgage and the note which the same secures, without recourse, and all its right, title and interest in that certain lease between Hughes Development Company, Inc. and Winn-Dixie Greenville, Inc. dated the 18th day of August 1961, recorded the 12th day of January 1962 in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 690 at Page 213 and in the First Amendment to that lease dated the 25<sup>th</sup> day of October, 1962 recorded the 25<sup>th</sup> day of October, 1962 in said R. M. C. Office in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.

IN WITNESS WHEREOF, General Mortgage Co., has executed this Assignment this 25<sup>th</sup> day of October 1962.

IN THE PRESENCE OF:

*William J. Bryan*  
*Pauly C. Bryan*

GENERAL MORTGAGE CO.

BY: *W. J. Bryan*  
President

Assignment Recorded October 25th, 1962, at 4:55 P.M. #11047

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belong, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said GENERAL MORTGAGE CO., its successors and Assigns, And ~~IT DOES~~ IT DOES do hereby bind ITSELF AND ITS SUCCESSORS ~~to warrant and forever defend all and singular the said Premises unto the said GENERAL MORTGAGE CO. its successors and Assigns, from and against~~ ITSELF AND ITS SUCCESSORS ~~and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.~~

The mortgagee agrees to pay all taxes, assessments, water rates and other governmental or municipal charges which may constitute a charge upon the above described premises and, at the option of the mortgagee, to deliver the official receipts therefor to the mortgagee, and in default of said payments, the mortgagee may pay the same and add the amount thereof to the debt secured by this mortgage.