

NOV 8 4 50 PM 1966

STATE OF SOUTH CAROLINA OLLIE F. B. WORTH  
 COUNTY OF GREENVILLE R. M. C. ASSIGNMENT OF LEASE

WHEREAS, THE DICK COMPANY, a North Carolina corporation, hereinafter referred to as "OWNER", is the present owner in fee simple of the property briefly described as: 249-251 North Pleasantburg Drive, Highway 291 By-Pass, Greenville, South Carolina,

AND WHEREAS, WACHOVIA BANK AND TRUST COMPANY, a corporation of the State of North Carolina with an office in the City of Charlotte in said State, hereinafter referred to as "WACHOVIA" is about to make a loan to the OWNER in the amount of Fifty-Three Thousand and No/100 Dollars (\$53,000.00) to be evidenced by a promissory note secured by a first mortgage to be executed by OWNER covering said property, and

WHEREAS, said property has been demised to HENRY V. DICK AND COMPANY OF GREENVILLE, INC., a corporation of the State of South Carolina, under a lease dated November 2, 1966, for a term of ten (10) years, which lease has been duly recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina, hereinafter referred to as "lease", and

WHEREAS, WACHOVIA 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 WACHOVIA to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto WACHOVIA the said lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with WACHOVIA that it will not, without the written consent of WACHOVIA

(a) Cancel said lease or accept a surrender thereof unless the OWNER and said Henry V. Dick and Company of Greenville, Inc. 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 provide 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 WACHOVIA in the same form and manner as the said cancelled lease was assigned.

(b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof.

(c) Modify the said lease, either orally or in writing without written approval of WACHOVIA.

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For Cancellation of Original a Lease See Book 808, Page 601


