

STATE OF SOUTH CAROLINA )

ASSIGNMENT OF LEASE

COUNTY OF GREENVILLE )

SEP 17 1979

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KNOW ALL MEN BY THESE PRESENTS:

W. SLEY

THAT, WHEREAS, R. M. Caine, hereinafter referred to as "owner", is the present owner in fee simple of the real property located in Greenville County, South Carolina, and described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Southern Bank and Trust Company, Greenville, S. C., hereinafter sometimes referred to as the Bank, is the owner and holder of a first mortgage executed by owner, covering the said property, which mortgage secures a note in the principal sum of Sixty-five Thousand and No/100 (\$65,000.00) Dollars, is dated December 12, 1968 and is recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1112, Page 106; and

WHEREAS, all of said mortgaged premises has been leased and demised to Deean, Inc. by owner under Lease Agreement dated September 1, 1979, which instrument is hereinafter referred to as the "Lease"; and

WHEREAS, the Bank, as a condition to making the aforesaid mortgage loan has required an assignment of the owner's (Lessor's) interest under the said lease as more fully set forth in the Assignment of Lease dated December 12, 1968 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 857, Page 589; and

WHEREAS, the lease thereby assigned has been canceled and the Bank has agreed to cancel the aforesaid Assignment of Lease provided the owner additionally secures the aforesaid mortgage loan by the within Assignment;

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Southern Bank and Trust Company, Greenville, S.C., the receipt whereof is hereby acknowledged by owner, the said owner hereby assigns, transfers and sets over unto the Bank, all the right, title and interest of owner in and to the said lease and any additions, amendments and/or supplements thereto, as additional security; and for the consideration aforesaid, the owner hereby covenants and agrees to and with the Bank, that it will not, without the written consent of the Bank,

(a) Cancel said lease or accept a surrender thereof unless the owner and Deean, 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 canceled 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 canceled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said canceled lease. Owner covenants and agrees to assign said new lease to the Bank in the same form and manner as it assigned the said canceled lease.

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