

P. I. C. No. FIG 5 148 505

JUN 8 4 13 PM 1982

BOOK 821 PAGE 277

GREENVILLE SOUTH CAROLINA

VOL 1169 PAGE 431

## Assignment of Lease

*Considered  
Satisfied*

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, BLAKE P. GARRETT, DAVID H. GARRETT, DAVID TOBE GARRETT, STEWART HUNTER GARRETT, BLAKE P. GARRETT, JR., AND MASON Y. GARRETT, PARTNERS, D/B/A GARRETT WAREHOUSING COMPANY whose address is 1 Wall Street, Fountain Inn, S. C.

, hereinafter referred to as "OWNER", is the present owner in fee

simple of the property briefly described as:

All that piece, parcel or tract of land, containing 1.83 acres, more or less on the Northeastern side of Old Laurens Road at the intersection thereof with Taro Road near the Town of Mauldin, in Austin Township, Greenville County, South Carolina, being shown as Lot No. 2 on a plat of Property of B. E. Greer, made by W. J. Riddle, R. L. S., dated June, 1948, and recorded in the P.M.C. Office for Greenville County, S. C. in Plat Book U, page 77.

JUN 3 1982

WHEREAS THE PRUDENTIAL INSURANCE COMPANY OF AMERICA and covenants and agrees with PRUDENTIAL that OWNER will not, without the written consent of PRUDENTIAL first had and obtained:

- Cancel said Lease nor accept a surrender thereof;
- Reduce the rent nor accept payment of any installment of rent in advance of the due date thereof;
- Modify said Lease in any way nor grant any concession in connection therewith;
- Consent to an assignment of Lessee's interest or to a sub-letting;

Witness:

*Stacie Kutsch*

The conditions of this Assignment of Lease have been complied with, and the same is fully paid, satisfied and discharged.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By:

*L. J. Whitney*  
L. J. WHITNEY Vice President

CHECKED

Dated: JUN 8 1982

JUN 29 1982

SATISFACTION RECORDED JUN 29 1982 at 10:00 A.M.

and any of the above acts, if done without such consent of PRUDENTIAL, shall be, at the option of PRUDENTIAL, null and void.

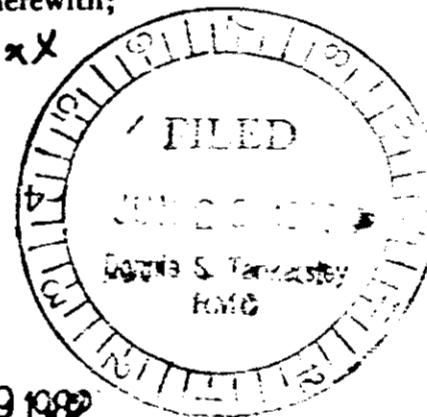
PRUDENTIAL, by acceptance of this Assignment, covenants and agrees to and with OWNER that, until a default shall occur in the performance of OWNER'S covenants or in the making of the payments provided for in said mortgage or note, OWNER may receive, collect and enjoy the rents, issues and profits accruing under said Lease; but it is covenanted and agreed by OWNER, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, PRUDENTIAL may, at its option, receive and collect all the said rents, issues and profits. OWNER, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes PRUDENTIAL at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, OWNER hereby authorizing PRUDENTIAL in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that OWNER might reasonably so act. PRUDENTIAL shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the mortgaged premises, to any amounts due PRUDENTIAL from OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of PRUDENTIAL.

OWNER hereby covenants and warrants to PRUDENTIAL that OWNER has not executed any prior assignment of said Lease or rentals, nor has OWNER performed any acts or executed any other instrument which might prevent PRUDENTIAL from operating under any of the terms and conditions of this Assignment, or which would

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