

CONSENT AGREEMENT

WHEREAS, a certain Mortgage dated December 3, 1953 was given by Azilee G. Boyd to the undersigned, Peoples National Bank of Greenville, S. C., Trustee under Agreement with C. E. Hatch to secure an indebtedness of Five Thousand and No/100 (\$5,000.00) Dollars, which Mortgage is of record in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 580, page 224, and covers the premises hereinafter described; and

WHEREAS, by instrument dated January 31, 1955, Azilee G. Boyd leased unto Sinclair Refining Company, a Maine corporation, authorized to transact business in the State of South Carolina, the following described premises, situate in Greenville County, South Carolina, to-wit:

A piece, parcel or tract of land situate, lying and being in the northeast corner intersection of Cedar Lane Road and Marion Street, in the Parker District of Greenville County, State of South Carolina, and more particularly described as follows:

BEGINNING at an iron pin at the northeast corner intersection of Cedar Lane Road and Marion Street, thence running in an easterly direction along the north margin of Cedar Lane Road a distance of one hundred fourteen (114) feet to a point; thence in a northerly direction a distance of eighty-five (85) feet; thence running westerly parallel to Cedar Lane Road a distance of one hundred fourteen (114) feet more or less to the east margin of Marion Street; thence in a southerly direction along east margin of Marion Street a distance of eighty-five (85) feet, more or less, to point of beginning.

together with improvements and facilities thereon situate more fully described in said Lease; which Lease is of record in Deed Book 519, page 319, and

WHEREAS, it is believed that the lien created by said Mortgage may be superior to the rights of the Sinclair Refining Company under said Lease above referred to.

NOW THEREFORE, in consideration of the premises and to induce said Sinclair Refining Company to accept said Lease and to enter into performance thereunder, and also in consideration of One (\$1.00) Dollar in hand paid by said Sinclair Refining Company to the undersigned, receipt whereof is hereby acknowledged, the undersigned does hereby covenant, consent and agree to and with said Sinclair Refining Company, its successors and assigns, that in the event said demised premises are sold by reason of any default under said Mortgage, or because of default in the payment of said indebtedness for which said Mortgage was given to secure, or by reason of any default, said demised premises shall be sold subject to all the terms and conditions of said Lease of January 31, 1955 provided Sinclair Refining Company has kept, maintained and performed the obligations imposed upon it under and by virtue of said Lease, the Lessee in said Lease to merely attorn to the purchaser at any such sale. The Agreement shall not in any way impair or affect the lien created by said Mortgage except in the manner herein set forth.

IN WITNESS WHEREOF, the undersigned, by its duly authorized Trust Officer has caused these presents to be executed on its behalf and its corporate seal to be affixed this the 18th day of March, A. D., 1955.

Signed, sealed and delivered
in the presence of:

PEOPLES NATIONAL BANK OF GREENVILLE,
S. C. UNDER AGREEMENT WITH C. E.
HATCH (SEAL)

Frank B. Deason
FRANK B. DEASON
N. H. HAYWARD

BY: E. E. Wells
E. E. Wells
Trust Officer

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