

GREENVILLE CO. S. C.

JUL 1 11 55 AM 1953

OLLIE LANGSWORTH  
R.M.C.

BOOK 726 PAGE 181

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Pleasantburg Shopping Center, Inc., a corporation of the State of South Carolina, having its principal office and place of business in the City of Greenville and State of South Carolina, hereinafter sometimes referred to as "Owner", is the present owner of the property briefly described as follows:

"All those certain parcels of land, with the buildings and improvements thereon, lying and being on the southwesterly side of Laurens Road and on the southeasterly side of Shoppers Drive and on the southeasterly side of Greenacre Road and on the northwesterly side of South Pleasantburg Drive, in the City of Greenville, County of Greenville, State of South Carolina, identified as Parcels 1-A, 1-B, 1-C and 1-D on a plat of property of Pleasantburg Shopping Center, Inc., recorded in the RMC Office for Greenville County, S. C. in Plat Book RR, pages 128-129.

"The said Pleasantburg Shopping Center, Inc. owns Parcels 1-A, 1-B and 1-C in fee simple and owns a leasehold interest in Parcel 1-D."

AND WHEREAS, Provident Life and Accident Insurance Company, a corporation of the State of Tennessee, having its principal office in the City of Chattanooga, hereinafter sometimes referred to as "Provident", is about to become 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 Six Hundred Seventy-Five Thousand and no/100 (\$675,000.00) Dollars; and

WHEREAS, a considerable portion (or all) of said mortgaged premises has been demised to F. W. Woolworth Co., a corporation of the State of New York, under lease dated July 6, 1957, recorded in the RMC Office for Greenville County, S. C. in Deed Book 599, page 415, modified by agreement dated December 22, 1958, hereinafter referred to as the "Lease"; and

WHEREAS, Provident, as a condition to making the aforesaid mortgage loan, has required an assignment of the said lease as additional security for said mortgage loan.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Provident to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Provident the said Lease as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Provident that it will not, without the written consent of Provident

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