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CLERK OF COURTS DEC 9 1965

ASSIGNMENT OF LEASE

WHEREAS, SHERWOOD, INC., A CORPORATION OF THE STATE OF SOUTH CAROLINA, IS THE PRESENT OWNER IN FEE SIMPLE OF THE PROPERTY BRIEFLY DESCRIBED AS: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ALL IMPROVEMENTS THEREON, OR HEREAFTER CONSTRUCTED THEREON, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, IN THE CITY OF GREENVILLE, ON SOUTH CAROLINA HIGHWAY 291, AT THE NORTHWESTERN INTERSECTION OF LEGRAND BOULEVARD AND S. C. HIGHWAY 291, BEING SHOWN ON PLAT OF PROPERTY OF MOSELEY AND DOUGLAS PREPARED BY C. C. JONES, ENGINEER, MARCH 12, 1953, AND FRONTING 130 FEET ON S. C. HIGHWAY 291, RUNNING BACK 150 FEET ON EITHER SIDE, AND BEING 130 FEET ACROSS THE REAR.

WHEREAS, FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION GREENVILLE, SOUTH CAROLINA, IS MAKING A LOAN TO THE SAID SHERWOOD, INC. IN THE AMOUNT OF TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, TO BE EVIDENCED BY A PROMISSORY NOTE SECURED BY A FIRST MORTGAGE TO BE EXECUTED BY SHERWOOD, INC. COVERING SAID PROPERTY; AND

WHEREAS, SAID SUBJECT PROPERTY HAS BEEN LEASED AND DEMISED TO SPARTAN PETROLEUM COMPANY, INC., A CORPORATION OF THE STATE OF SOUTH CAROLINA, UNDER A LEASE COMMENCING JULY 30, 1965, FOR A TERM OF YEARS, WHICH LEASE IS INCORPORATED INTO THIS DOCUMENT BY REFERENCE AND IS HEREINAFTER REFERRED TO AS "LEASE"; AND

WHEREAS, FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION GREENVILLE, SOUTH CAROLINA, AS A CONDITION TO MAKING SAID MORTGAGE LOAN HAS REQUIRED AN ADDITIONAL SECURITY FOR SAID LOAN A CONDITIONAL ASSIGNMENT OF SHERWOOD, INC.'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 AND NO/100 (\$1.00) DOLLAR PAID BY FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA, TO SHERWOOD, INC., THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY SHERWOOD, INC., THE SAID SHERWOOD, INC. HEREBY ASSIGNS, TRANSFERS AND SETS OVER UNTO FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA, THE SAID LEASE AS ADDITIONAL SECURITY; AND FOR THE CONSIDERATION AFORESAID, SHERWOOD, INC. HEREBY COVENANTS AND AGREES TO AND WITH FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA, THAT IT WILL NOT, WITHOUT THE WRITTEN CONSENT OF FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA:

(A) CANCEL SAID LEASE OR ACCEPT A SURRENDER THEREOF, UNLESS SHERWOOD, INC. AND SAID SPARTAN PETROLEUM COMPANY, 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 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. SHERWOOD, INC. COVENANTS AND AGREES TO ASSIGN SAID NEW LEASE TO FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA, IN THE SAME MANNER AS IT ASSIGNED THE SAID CANCELLED LEASE.

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