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STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE
PICKENS
SPARTANBURG)

ULLIE FARKSWORTH
R. S. C.

CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, JAMES A. McMURRIA and NELSON B. ARRINGTON, JR. hereinafter referred to as "OWNER" is the present owner in fee simple of real property located in Pickens, Greenville and Spartanburg County, South Carolina, briefly described as follows:

ALL those pieces, parcels or lots of land in Greenville County, State of South Carolina being known and designated as a portion of Lots No. 23 and 24 on plat of Property of C. A. & Jessie M. Rice recorded in Plat Book J, Page 153 in the REC Office for Greenville County and having according to a more recent survey entitled "Property of Caper House, Inc." by Dalton & Neves, Engineers, dated July, 1969, the following courses and distances, to wit:

BEGINNING at an iron pin on the northeastern side of South Main Street (U.S. Highway No. 276) and running thence with the line of Lot No. 22, N. 57-35 E. 200.8 feet to an iron pin; thence S. 35-00 E. 95 feet to an iron pin in line of Lot No. 24; thence with Lot No. 24 S. 55-59 W. 202.8 feet to an iron pin on South Main Street (U.S. Highway No. 276); thence with South Main Street (U.S. Highway No. 276) N. 34-46 W. 25 feet to an iron pin; thence N. 33-28 W. 75 feet to an iron pin at the point of beginning.

ALSO, all that lot of land in the State of South Carolina, County of Greenville, on the northeastern side of Augusta Road, in the City of Greenville, shown on plat made by Piedmont Engineering Service on August 19, 1949, recorded in Plat Book III at Page 81, and according to said plat and a survey made by Dalton and Neves, in August 1967, is described as follows:

BEGINNING AT AN iron pin on the northeastern side of Augusta Road, 185.3 feet northwest from Oregon Street, and running thence with the northeastern side of said Road, N. 55-56 W. 121.5 feet to an iron pin; thence N. 53-54 E. 241.03 feet to iron pin; thence S. 41-28 E. 47.5 feet to iron pin; thence S. 35-44 W. 215 feet to the beginning corner.

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, near intersection of highways U. S. 123 and 76, and near the incorporate limits of the Town of Clemson, and being more fully described as follows, to-wit:

BEGINNING at an iron pin on the southeastern corner and running thence N. 0-30 W. 135 feet to an iron pin; thence turning and running N. 20-16 W. 91.1 feet; thence S. 85-30 W. 280 feet to a point on U. S. Highway 76; thence along said Highway S. 23 E. 110.6 feet to an iron pin; thence leaving said Highway and running N. 81 E. 189 feet to an iron pin; thence S. 14 E. 117 feet; thence S. 73-08 E. 67 feet to the point of beginning.

ALSO:

~~Grant, lease hereby grant, herein and call unto grantee, their heirs and assigns~~
the non-exclusive right to the joint and common use of that certain Community Parking Area contiguous to the above-described property. Such non-exclusive right shall be for the purpose of egress and ingress over and across said property and for the purpose of parking and shall be appurtenant to and run with the property hereinabove conveyed. Such right shall be for the benefit of the owners of said property, their employees, customers and visitors and the owner's tenants, tenant's employees and customers.

WHEREAS, CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION having its principal office in the City of Greenville in said State, hereinafter referred to as "MORTGAGEE" is about to become the owner of a mortgage loan to OWNER in the amount of One Hundred Eighty Thousand and NO/100 (\$180,00.00) Dollars evidenced by two promissory notes, one for \$92,500.00 and one for \$87,500.00 and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by OWNER covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised to Caper House, Inc., a corporation of the State of South Carolina under a lease dated April 26, 1972 for a term of years, which lease or a memorandum thereof has been duly recorded in the appropriate office in Book 942, at Page 151, hereunder referred to as "lease" and

WHEREAS, CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION, as a condition to acquiring said mortgage loan has required as additional security for said loan a conditional assignment of OWNER'S interest in said lease,

(Continued on next page)