



\$ 3.00

VOL 974 PAGE 555

TRANSFER AND ASSIGNMENT OF LAND LEASE

FOR VALUE RECEIVED, the undersigned Harry W. Smith hereby transfers assigns, grants, bargains, sells and conveys unto Vineyard Village, Inc., a North Carolina corporation, all of his right, title and interest in and to the following described property, to wit:

All of the leasehold estate and interest of the undersigned in and to the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the Premises, to wit:

Situated in the City of Greenville, County of Greenville, and State of South Carolina, and described as follows:

A plot of land on South Carolina Highway #291 with frontage of 150 feet and 180 feet in depth, beginning at a pin approximately 150 feet south of the southeast corner of LeGrant Boulevard, and running S26-06W 150 feet to a point; thence S63-54E 180 feet to a point; thence N26-06E 150 feet to a point; thence N63-54W 180 feet to the point of beginning. Said premises having the street address of 301 South Pleasantburg Drive, Greenville, South Carolina.

Said leasehold estate and interest having been created by that certain Land Lease between Sherwood, Inc., as Lessor, and Arby's, Inc., as Lessee, executed by the said Sherwood, Inc. on March 13, 1968 and the said Arby's, Inc. on March 19, 1968; as transferred and assigned by the said Arby's, Inc. to mortgagee by instrument dated on or about April 9, 1968; as retransferred and reassigned by mortgagee to mortgagor by instrument dated April 2, 1973. Said instrument being recorded in the office of the Register of Means Conveyance, Greenville County, South Carolina.

The above described property is transferred and assigned subject to the lien and encumbrance of that certain mortgage from Harry W. Smith, et al, to Southern Bank and Trust Company dated May 3, 1968, recorded in Book 1091 at page 651 of the public land records of the Register of Mesne Conveyance, Greenville County, South Carolina, and as part of the consideration hereof, the said Vineyard Village, Inc. assumes and agrees to pay the outstanding balance of the indebtedness secured by said mortgage as the same shall become due.

IN WITNESS WHEREOF, the undersigned has executed under seal and

(Continued on Next Page)