

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

ASSIGNMENT OF LEASE

WHEREAS the undersigned **W. H. Smith** has executed and delivered to the Esso Standard Oil Company a lease of certain properties hereinafter more particularly described, which lease is dated the 12th day of September 1952, and

WHEREAS **The South Carolina National Bank of Charleston, Columbia, South Carolina, (Columbia Branch)** has lent to the undersigned **W. H. Smith** the sum of **Ten Thousand One Hundred Twenty-five Dollars (\$ 10,125.00)** with which to make improvements on the leased property and the undersigned wishes to assign to **The South Carolina National Bank of Charleston (Columbia Branch)** said lease as security for said loan. Now, therefore

KNOW ALL MEN BY THESE PRESENTS THAT **I, W. H. Smith** of **Piedmont**, South Carolina, for valuable consideration and in consideration of the premises, hereby assigns, transfers and sets over to **The South Carolina National Bank of Charleston (Columbia Branch)** all that said lease entered into by me, **W. H. Smith** as lessor with Esso Standard Oil Company as Lessee, dated 12th day of September 1952, and covering the following described property:

All that certain piece, parcel or lot of land situate, lying and being on the Piedmont Road, in Gantt Township, County and State aforesaid, and being designated as Lots Nos 16 and 17 on the plat of the property of Cleveland & Williams, as recorded in the RMC Office for Greenville County, S. C. in plat book "B", at page 3, and having the following metes and bounds according to said plat:

BEGINNING at an iron pin on the Easterly side of Piedmont Road, joint front corner of Lots 17 and 18, and running thence along the common line of said lots N 88-54 E 163.1 feet to an iron pin, joint corner of Lots 17, 18, 36 and 37; thence along the joint rear line of Lots 16, 17, 37 and 38 S 3-42 E 100.1 feet to an iron pin on the northerly side of a street as shown on said plat; thence along the Northerly side of said street S 88-54 W 162.5 feet to an iron pin at the corner of the intersection of said street with Piedmont Road; thence along the Easterly side of Piedmont Road N 3-47 W 100 feet to an iron pin, the point of beginning.

The above described lots were conveyed by Joseph A. Parris to W. Hampton Smith by deed dated December 21, 1932, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 62, at page 395.

The Lessor herein as a part of the consideration of this lease does hereby agree and bind himself, his heirs and assigns to furnish an adequate supply of water to be used in connection with the operation of said service station, at a monthly service charge of Three Dollars (\$3.00) per month. The term of this agreement shall run concurrent with the within lease.

together with the buildings, improvements and equipment thereon or connected therewith.

And hereby directs the Esso Standard Oil Company to pay to **The South Carolina National Bank of Charleston (Columbia Branch)** the sum of **One Hundred and no/100 - - - Dollars (\$100.00)** per month, the rental due under said lease, until the **South Carolina National Bank of Charleston (Columbia Branch)** shall have been paid the principal sum of **Ten Thousand One Hundred Twenty-five - - Dollars (\$ 10,125.00)**, with interest thereon from date at the rate of 3 1/2 % per annum, together with any taxes, insurance, repairs, or disbursements which the **South Carolina National Bank of Charleston (Columbia Branch)** has been required to make to keep the aforesaid lease in good standing.

And **The South Carolina National Bank of Charleston (Columbia Branch)** is hereby authorized by the undersigned to do all things whatsoever necessary to keep the said lease in good standing in the event the undersigned shall fail to do so.

This Assignment is irrevocable and can only be terminated on the part of the undersigned by the payment in full to **The South Carolina National Bank of Charleston (Columbia Branch)** of all the aforesaid indebtedness.

IN WITNESS WHEREOF the undersigned has signed these presents this 12th day of September 1952.

WITNESS:

Geo. E. Williams
J. L. Garrett

W. H. Smith (S)