

C. VICTOR PYLE

FILED
GREENVILLE CO. S. C.

Amendment to Lease

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 26 9 28 AM 1959

) OLLIE FAIRBANKS WORTH
R.M.C.

WHEREAS, by written instrument dated September 15, 1958, Zeadora B. Reeves leased certain property to South Greenville Restaurant, Inc., said lease being for a term of thirty (30) years and said premises being described as follows:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, and according to plat of property of Lessor, made by Dalton & Neves, December, 1957, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of South Carolina Highway No. 291 at the corner of property heretofore leased by Lessor to American Oil Company, said lease recorded in the R.M.C. Office for Greenville County in Deed Book 462, Page 149, and running thence with said Highway No. 291 N. 39-23 E., 250 feet to an iron pin; thence N. 61-16 W., 246.9 feet to an iron pin on the easterly side of Augusta Road; thence with Augusta Road S. 2-27 W., 121.0 feet to an iron pin; thence continuing with Augusta Road S. 10-39 W., 153.0 feet, more or less, to an iron pin on line of property leased to American Oil Company; thence with said line S. 65-55 E., 101.1 feet to the point of beginning.

AND WHEREAS, said South Greenville Restaurant, Inc., is constructing on said premises a building in which a Howard Johnson restaurant will be operated, and

WHEREAS, said South Greenville Restaurant, Inc., is obtaining a construction loan from The South Carolina National Bank, Greenville, S. C., and a permanent loan from Liberty Life Insurance Company, and in order to protect the interest of said mortgagees, it is

AGREED: That for valuable consideration in hand paid at and before the signing and sealing hereof, the receipt of which is hereby acknowledged, the written lease hereinabove referred to shall be modified by adding thereto and incorporating therein by reference as Paragraph 11, the following:

"Paragraph 11. It is agreed by the parties hereto that henceforth Lessee and/or Lessee's assignee and/or the record owner of any mortgage over Lessee's interest, any or all of them,

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