

OCT 5 1959 ASSIGNMENT OF RENTS 10602

The undersigned hereby transfers, sets over and assigns unto THE CITIZENS AND SOUTHERN NATIONAL BANK all rents payable under that certain lease executed by the undersigned as Lessor, to Sinclair Refining Company as Lessee, dated the 13th day of May, 1959, and covering the following described property, to-wit:

All that lot of land on the east side of Stone Avenue By-Pass north of East Park Avenue intersection, owned by H. B. McKoy and G. P. Campbell, bounded on the west by Stone Avenue By-Pass, on the south by a fence being the north side of property leased to Clock Drive-In No. 2, and on the east by Richland Creek, and on the north by property owned by the City of Greenville, further described as beginning at the southwest corner of the property on Stone Avenue By-Pass and following the fence on the south side 133 feet more or less to Richland Creek, thence following the west side of Richland Creek approximately 200 lin. feet more or less, thence running in a westwardly direction approximately 30 feet to Stone Avenue By-Pass, thence following the Stone Avenue By-Pass in a southerly direction approximately 235 feet to the beginning.

Property located in the City of Greenville, County of Greenville, State of South Carolina.

which lease is recorded in Deed Book 635, Page 211, in the office of the ~~Recorder~~ <sup>R.M.C.</sup> ~~of~~ <sup>of</sup> ~~the~~ <sup>the</sup> ~~Superior Court~~ of Greenville County, South Carolina.

This assignment is made to secure a certain promissory note executed by the undersigned dated September 29, 1959, in the principal sum of \$130,000.00 payable to the order of The Citizen and Southern National Bank, and the undersigned authorizes and directs Sinclair Refining Company to pay the rents due under said lease to said Bank.

This assignment is subject to all of the terms, provisions, conditions and obligations contained in said lease agreement; and

This assignment shall remain in effect until Sinclair Refining Company receives written notice directed to it at 600 Fifth Avenue, New York, New York, from the assignee herein that it is cancelled and released.

Assignor agrees that assignor will not cancel, amend or alter the said lease or reduce the rentals to be paid thereunder without the prior written consent of the assignee.