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COUNTY OF GREENVILLE

STATE OF SOUTH CAROLINA) ASSIGNMENT OF LEASE,
COUNTY OF GREENVILLE) RENTS AND PROFITS

This Assignment made this 25th day of June, 1964, by O. Newell Eastland and H. B. Tomlin, Jr., Greenville, S. C., sometimes referred to as Party of the First Part, to Southern Bank and Trust Company, Greenville, S. C., sometimes hereinafter referred to as Party of the Second Part.

WITNESSETH: For value received and as additional security for the loan hereinafter mentioned, the Party of the First Part hereby sells, transfers and assigns unto the Party of the Second Part, its successors and assigns, all the right, title and interest of the Party of the First Part in and to the rents, issues, profits, revenues, royalties, rights, and benefits, from the following described property:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the southerly side of Rhett Street, in the City of Greenville, S. C., and having according to a survey entitled "Property of O. Newell Eastland and H. B. Tomlin, Jr.," recorded in the RMC Office for Greenville County, S. C. in Plat Book DDD, page 127, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Rhett Street, said pin being located 86 feet east of the southeasterly corner of the intersection of Rhett Street and Wardlaw Street, and running thence with the line of the Ferguson property S 18-33 E 160 feet to an iron pin on the northerly side of a 10 foot alley; thence turning and running along the northerly side of said alley N 71-30 E 64.5 feet to an iron pin on the line of the Park property; thence turning and running with the line of said property N 18-33 W 160 feet to an iron pin on the southerly side of Rhett Street; thence turning and running along the southerly side of Rhett Street S 71-30 W 64.5 feet to the point of beginning.

And to that end O. Newell Eastland and H. B. Tomlin, Jr. do hereby assign and set over unto Southern Bank and Trust Company, its successors and assigns, all their right, title and interest in and to that certain unrecorded lease indenture between the said O. Newell Eastland and H. B. Tomlin, Jr., as Lessor, and J. W. Vaughan Co., Inc. (Greenville, S. C.), a corporation created and existing under the laws of the State of South Carolina, as Lessee, dated April 1, 1964.

It is understood and agreed that the Party of the Second Part shall not exercise any of its rights under this assignment of rents unless and until there has been a default in the payment of the indebtedness secured by the mortgage hereinafter mentioned.

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