

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRY W. SMITH, Assignor, in consideration of One (\$1.00) Dollar and other valuable consideration paid by SOUTHERN BANK & TRUST COMPANY, a corporation organized under the laws of the State of South Carolina, with its principal place of business in the City of Greenville, South Carolina, Assignee, hereby assigns unto the Assignee as collateral security for the payment of the indebtedness hereinafter mentioned the following lease:

1. That lease made between Harry W. Smith as Lessor, and Arby's, Inc., as Lessee, dated April 9, 1968, covering a building on property on the East side of South Carolina Highway No. 291 (also known as South Pleasantburg Drive), fronting thereon 150 feet and running back in parallel lines to a depth of 180 feet.

TOGETHER with the rents now due and hereafter to become due under said lease and any renewals thereof, and the right to collect the same.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from the date hereof for all the rest of the term mentioned in said lease and for any renewals thereof, subject to the covenants and conditions therein mentioned, but only as additional collateral security for the payment of the indebtedness mentioned in and secured by, and the performance of the terms, clauses, covenants and conditions of the mortgage covering the premises of which said leased premises is a part, bearing the date of May 3, , 1968, and securing payment of the principal sum of Forty Five Thousand and No/100 (\$45,000.00) Dollars and interest

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