

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

ASSIGNMENT OF LEASE

JAN 29 2 45 PM 1969

GILLIE J. B. BARNETT

WHEREAS, Tobis Jackson Embler and Betty S. Embler, as Lessors, did enter into a written lease agreement dated January 16, 1969 with Jerry Byrd, as Lessee, on the following described real estate located in the City of Greenville, County and State aforesaid, to-wit:

All that certain piece, parcel or lot of land, lying and being on the southwesterly side of Laurens Road (U. S. Highway 276), in the City of Greenville, S. C., being one of the lots shown on a plat of the property of The McAlister Corp., made by Piedmont Engineers and Architects, dated August 9, 1967, revised September 7, 1968, and recorded in the RMC Office for Greenville County, S. C., in Plat Book TTT, page 43, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly edge of Laurens Road, said pin being located 175 feet northwest of the westerly corner of the intersection of Laurens Road and East Antrim Drive and being the common corner of the property herein described with property heretofore conveyed to Sun Oil Company and running thence along the common line with the Sun Oil Company property S. 34-19 W. 190 feet to an iron pin; thence turning and running N. 55-41 W. 61.85 feet to an iron pin in the line of property belonging to Green Motels, Inc.; thence turning and running with the line of the Motel property N. 26-11 E. 191.65 feet to an iron pin on the southwesterly side of Laurens Road; thence turning and running with the southwesterly edge of Laurens Road S. 55-41 E. 89 feet to the point of beginning.

WHEREAS, by its terms, said lease is to extend over a period of ten (10) years, commencing February 1, 1969, upon the terms and conditions more fully expressed in said lease, which lease by reference is incorporated herewith and made a part hereof; and

NOW, THEREFORE, for valuable consideration paid by Margaret M. Shipley to Tobis Jackson Embler and Betty S. Embler, receipt whereof is hereby acknowledged, Tobis Jackson Embler and Betty S. Embler do hereby assign, sell, transfer and set over, without recourse, unto the said Margaret M. Shipley all their right, title and interest, as Lessors, in and to that certain Lease Agreement by and between Tobis Jackson Embler and Betty S. Embler, as Lessors and Jerry Byrd, as Lessee, and the said Margaret M. Shipley does hereby assume all the duties, obligations and liabilities, of and as Lessor under said lease agreement and does hold harmless said Tobis Jackson Embler and Betty S. Embler from any and all further liabilities

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