## MAR 11 4 44 PM 1957

**6**049

## OLLIE FATASWORTH ASSIGNMENT NOT RENTS

The undersigned hereby transfer, set over and assign unto THE FIRST NATIONAL.

BANK OF ATLANTA all rents payable under that certain lease executed by the undersigned as Lessors, to Sinclair Refining Company as Lessee, dated the 15th day of May, 1956, and covering the following described property, to-wit:

All that lot of land in Greenville County, State of South Carolina, on the northwest corner of Anderson Road - S.C. Highway No. 81, and White Horse Road - S.C. Highway No. 250, near the City of Greenville, and according to a survey made by Dalton & Neves in May, 1956, is described as follows:

Beginning at an iron pin at the northwest corner of Anderson Road - S.C. Highway No. 81, and White Horse Road, S.C. Highway No. 250, and running thence with the northwest side of Anderson Road - S.C. Highway No. 81, S 38-51 W. 50 feet to a stake; corner of other property of the mortgagors; thence with the line of said property, N. 20-29 W. 150 feet to an iron pin; thence continuing with line of other property of mortgagors, N. 38-51 E 150 feet to an iron pin on the western side of White Horse Road - S.C. Highway No. 250; thence with the western side of White Horse Road - S.C. Highway No. 250, S. 20-29 E. 50 feet to an iron pin; thence with the curve of the intersection of Anderson Road - S.C. Highway No. 81; the chord of which is S. 9-11 W. 173.8 feet, to the beginning corner.

Being a portion of the property conveyed to the P. Lee McHugh and Pauline B. McHugh by deed recorded in Book of Deeds 496 at Page 345, P. Lee McHugh died intestate October 20, 1954, leaving as his only heirs his widow, Pauline B. McHugh and Evelyn McHugh;

which lease is recorded in Book \_\_555\_, Page \_\_357\_\_\_\_, of the records in the County of Greenville, State of South Carolina, as supplemented to correct description.

This assignment is made to secure a certain promissory note executed by the undersigned dated February 11, 1957, in the principal sum of \$18,000.00, payable to the order of The First National Bank of Atlanta, Atlanta, Georgia, and the undersigned authorize and direct 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.

Assignors agree that assignors 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.

This assignment is executed in triplicate.

This 11th day of February, 1957.

Witness May as + folt-

Witness: 4/2 / Con La

uline B. M. Heigh (SI

PAULINE B. McHUGH

Enelyn M. G. Hugh

\_\_\_(SEAL)