

FILED
GREENVILLE CO. S. C.

JUN 14 4 06 PM '73

DONNIE S. TANKERSLEY
R.M.C.

KENDRICK, STEPHENSON & JOHNSON

VOL 976 PAGE 803

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ASSIGNMENT OF LEASE

WHEREAS, Edmund L. Potter and J. Cooper Shackelford, hereinafter referred to as "OWNERS" are the present owners in fee simple of the property briefly described as: land and office building located on Lowndes Hill Road, near Greenville, S. C.;

AND WHEREAS, Carolina Federal Savings and Loan Association of Greenville, a corporation of the State of South Carolina having its principal office in the City of Greenville in said State, hereinafter referred to as "Carolina Federal", is about to make a loan to the OWNERS, in the amount of One Hundred Forty Thousand and No/100 (\$140,000.00) Dollars to be evidenced by a promissory note secured by a first mortgage to be executed by the OWNERS covering said property, and

WHEREAS, said property has been demised to Potter-Shackelford Construction Company, a corporation of the State of South Carolina, under a lease dated June SIXTH, 1973, for a term of years, and

WHEREAS, Carolina Federal as a condition to making said mortgage loan has required as additional security for said loan a conditional assignment of OWNERS' interest in said lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by Carolina Federal to OWNERS, the receipt whereof is hereby acknowledged by OWNERS, the said OWNERS hereby assign, transfer and set over unto Carolina Federal the said lease, as additional security; and for the consideration aforesaid, the OWNERS hereby covenant and agree to and with Carolina Federal that they will not, without the written consent of Carolina Federal

(a) Cancel said lease or accept a surrender thereof unless the OWNERS and said Cooper-Shackelford Construction Company shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the