- 22. MEMORANDUM OF LEASE Accountagrees that it will at the request of Lessee, execute and deliver a Notice of Memorandum of Acase in term satisfactory to counsel for Lessee, together with such other documents as Lessee shall reasonably require to give notice and make filing with respect to the execution of the within Lease Agreement.
- 23. DIVISIBILITY. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and enforceable to the fullest extent permitted by law.
- 24. COMPLETE AGREEMENT. This lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except as are herein provided.
- 25. NOTICES. Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States Certified Mail. Return Receipt Requested, postage fully prepaid, to the addressee set forth hereinafter, or to such other address as either party may designate in writing and deliver as herein provided.

Darryl V. !lartley-Leonard and

LESSOR: Brooks M. Hartley-Leonard

c/o Hyatt-Regency

265 Peachtree Street, N.E., Atlanta, Ga. 30303

LESSEE: Caper House, Inc.

P. O. Box 6826-B Greenville, S. C. 29606

| Circavine, S. C. 27000                                       |
|--|
| EXECUTED by LESSEE this 9th day of November 1976             |
| Pauline M. Ellert By Jan J. Jenny h (Seal)                   |
| WITNESS:  Cl Cl(f)  Aliabet Rovember, 1976  Witness:  (Seal) |
| Brut No Klaille Jenspeal) LESSOR                             |

FOR VALUE RECEIVED, in order to secure that certain note and mortgage dated November 30, 1976, from Lessors to United Federal Savings and Loan Association, in the original principal amount of \$75,000, the undersigned Lessors do hereby transfer, set over and assign the foregoing Lease to United Federal Savings and Loan Association. The condition of this Assignment is that if Lessors shall pay said note in accordance with its terms, this Assignment shall be null and void, otherwise to continue in full force and effect. Lessors agree that without the orior approval of said Association, Lessors will not cancel, alter or modify the foregoing Lease Agreement.

ASSIGNMENT OF LEASE

IN WITNESS WHEREOF, this Assignment has been duly executed as of the 30th day of November, 1976.

WITNESSES:

COUNTY OF

all cull

STATE OF SOUTH CAROLINA )

GREENVILLE )

Alexand & Word

Darte W. Wart Boy-Leonard

Daryl W. Hartley-Leonard

Brooks M. Hartley-Leonard

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