VOL 1229 PASE 178

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OONNIE S. T.HAYWOODY PROPERTIES DEVELOPERS LEASEHOLD R.H.C. ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE, made this GM day of December, 1984, from BELLWETHER PROPERTIES, L.P. ("Grantor") to BELLWETHER PROPERTIES OF SOUTH CAROLINA, LIMITED PARTNERSHIP ("Grantee").

WITNESSETH:

THAT GRANTOR, for an in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, conveys and sets over all of the rights, title, interest, powers, appurtenances and privileges of Grantor, as assignee of Monumental Properties Trust [and Monumental Corporation?], in and under the Lease dated June 1, 1977, by and between Haywood Properties, a South Carolina limited partnership ("Haywood Properties"), and Haywood Mall, Inc. ("Haywood Mall") and Monumental Haywood Inc., a joint venture doing business under the name Haywood Mall Associates, as amended by a First Amendment to Lease, dated June 23, 1978, by and between Haywood Properties, Haywood Mall and Monumental Properties Trust (said Lease, as amended, hereinafter referred to as the "Lease"), unto Grantee, its successors and assigns, as of the date of these presents for the remainder of the term of the Lease and any extensions and renewals thereof, which Lease affects the premises described in Exhibit A annexed hereto and made part hereof, a memorandum of which was recorded in the Office of the R.M.C. for Greenville County, South Carolina, on September 15, 1978 in Deed Book 1087, page 479.

Grantee, for the benefit solely of Grantor and without recourse to any other person, hereby accepts such assignment and hereby assumes and agrees to perform and comply with all the obligations of Grantor under the Lease.

This Assignment shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto, including, without limitation, those succeeding by merger or consolidation. No provision hereof is intended to benefit or be enforceable by any person not a party hereto. Neither this Assignment nor any provision hereof may be amended, modified, waived,

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TO -- 3,DE19

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