

7/12/2

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, by a certain lease dated the first day of May, 1953, and recorded in the Office of the R. M. C. for Greenville County, South Carolina, in Deed Book 478 at page 45, Greenville Petroleum Company, a South Carolina corporation, of Greenville, South Carolina, hereinafter called "Greenville", did demise and lease unto THE ATLANTIC REFINING COMPANY, certain premises situated in the City of Greenville, County of Greenville, State of South Carolina, at the intersection of the easterly line of Augusta Street and the northern line of McKay Street, as in said lease more particularly described, and upon the covenants, terms, provisions and conditions therein contained, which lease by reference thereunto is incorporated herein; and

WHEREAS, THE UNION NATIONAL BANK OF PITTSBURGH, hereinafter called "Bank", has agreed to lend to Greenville certain money and accept Greenville's note as security therefor.

Handwritten signatures and initials:
W. H. ...
D. G. ...

NOW, THEREFORE, in consideration of the sum of ONE HUNDRED (\$100) to Greenville in hand paid, the receipt whereof is hereby acknowledged, it is herein agreed by the said Greenville, as follows:

1. That the said Greenville hereby assigns to the said Bank all of Greenville's right, title and interest in and to the said lease entered into between Greenville as Lessor and The Atlantic Refining Company as Lessee, under the first day of May, 1953.
2. That in order to induce Bank to make the aforesaid loan, the said Greenville covenants with Bank, as follows:
 - (a) That the said lease is a valid lease and is now in full force and effect.
 - (b) That Greenville has good right to assign the lease.
 - (c) That Greenville will forever warrant and defend the said lease to any and every person, firm or corporation who or which may claim the same.
3. That the said Bank, its successors and assigns, shall have and hold the lease hereinabove referred to for the entire term mentioned in the said lease and may and shall collect and receive all rents and royalties due on the lease until the said loan, which shall not be in excess of FIFTY DOLLARS (\$50.00).