

By This Instrument dated this 9TH day of November, 1962

Center City a Corporation chartered under the laws of the State of South Carolina,

hereinafter referred to as owner, for the consideration of One Dollar and as an inducement for the making of the loan evidenced and secured as hereinafter described, hereby assigns unto NEW YORK LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of New York and having its principal place of business at No. 51 Madison Avenue, in the Borough of Manhattan, City and State of New York, hereinafter referred to as mortgagee, all the right, title and interest of owner in, under or by virtue of the following lease: (As used herein, the word "lease" shall be construed, where appropriate, to mean all leases described herein.)

That lease made and entered into on the 26th day of January 1962, between Center City as "Landlord" and S. S. KRESGE COMPANY, a Michigan corporation having its principal office at 2727 Second Avenue, Detroit 32, Michigan as "Tenant", covering property which is part of the commercial development known as Southgate Shopping Center near Greenville, South Carolina, said lease being for a term of 15 years beginning upon the date of occupancy by tenant.

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~~and all deposits made for the faithful performance of the covenants thereof or for the future installment or payments of rent which deposits the mortgagee shall hold without interest~~, to have and to hold said owner's right, title and interest ~~and said deposits~~ unto the mortgagee, and its successors and assigns, as security for the payment of the principal and interest provided to be paid in or by owner's bond, note or obligation dated July 3, 1962 in the principal sum of One Million (\$1,000,000) Dollars

and interest, and for the performance of the covenants of owner contained in the mortgage, deed of trust or other security instrument bearing even date therewith, covering the following described real estate:

ALL that tract or parcel of land with the buildings and improvements thereon or to be constructed thereon, situate and being in the block bounded by Mills Avenue, Wallace Street, West Faris Road, Henrydale Street and New U. S. Highway No. 29, near the City of Greenville, in Greenville County, S. C., and having according to survey made by R. K. Campbell, Surveyor, January, 1961, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of Wallace Street and Mills Avenue and runs thence along the South side of Mills Avenue, N. 71-27 E., 894.1 feet to an iron pin; thence along the Southwest side of Henrydale Street, S. 41-54 E., 256 feet to an iron pin; thence continuing along Henrydale Street, S. 1-02 E., 28.16 feet to an iron pin on the Northwest edge of the right of way of New U. S. Highway No. 29; thence along the right of way on said Highway, S. 43-55 W., 564.8 feet to an iron pin; thence still along the right of way on said Highway, S. 41-47 W., 200 feet to an iron pin; thence still along the right of way on said Highway, S. 37-41 W., 200 feet to an iron pin; thence still along right of way on said Highway, S. 33-56 W., 200 feet to an iron pin; thence still along right of way on said Highway, S. 30-0 W., 200 feet to an iron pin; thence still along right of way of said Highway, S. 27-44 W., 91.2 feet to an iron pin on North side of West Faris Road; thence along West Faris Road, S. 86-41 W., 100 feet to an iron pin; thence still along said Road, S. 83-12 W., 100 feet to an iron pin; thence still with said Road, S. 72-10 W., 100 feet to an iron pin; thence still along said Road, S. 61-35 W., 97.8 feet to an iron pin; thence still along said road, S. 57-49 W., 116.9 feet to an iron pin; thence still along said Road, S. 62-56 W., 86.9 feet to an iron pin in the Northeast corner of the intersection of West Faris Road and Wallace Street; thence along Wallace Street, N. 4-22 E., 34.5 feet to an iron

(CONTINUED ON NEXT PAGE)

For satisfaction of Assignor of Lessor's debt in Case No. BK 1072 PD 587.

Cancelled
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