that certain note and mortgage given by Assignor to the bank dated March 12, 1971,

in the original principal amount of $750,000.00, and that certain note given by

Assignor to the bank dated June 9, 1972, in the original principal amount of

$250,000.00. Assignor represents that said amount is the true and correct amount

owed the bank and that there are no accrued, but unpaid, payments due on said

indebtedness.

As further consideration for this assignment, Assignee has agreed and

does by these presents agree to assume all of the obligations of the Tenant

(Assignor herein) under the Douglas and Moseley lease, including, without limi-

tation, the payment of rentals as they fall due, and to hold Assignor harmless

on account thereof. Assignor represents that there are no accrued, but unpaid,

obligations due the Landlords under the Douglas and Moseley lease.

This sale and assignment is made subject to that certain prior lease

of a portion of the leashold estate by Assignor to Colonial Stores, Incorporated,

dated March 24, 1972, a short form of which lease is recorded in the office of

the Register of Mesne Conveyance for Greenville, South Carolina, in Deed Book 941,

Page 324, amendment recorded in Deed Book 965, Page 141. It is understood, however,

that all of the benefits running in favor of the Landlord therein (Assignor herein),

including all rentals, are covered by this sale and assignment and shall inure to

the benefit of Assignee herein, and that all of the obligations of the Landlord

therein (Assignor herein) shall be assumed by and become the obligations of

Assignee herein.

III.

This sale and assignment is made subject to that certain proposed

lease of a portion of the leasehold estate to Humble Oil and Refining Company.

It is understood that said lease agreement may not be consummated, but in the

event that it is, all of the benefits running in favor of the Landlord therein

(Assignor herein), including all rentals, shall be covered by this sale and

assignment and shall inure to the benefit of Assignee herein, and all of the

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