

STATE OF GEORGIA:

COUNTY OF FULTON:

CONDITIONAL ASSIGNMENT OF RENTS AND LEASES

THIS CONDITIONAL ASSIGNMENT OF RENTS AND LEASES, made this 21st day
of May, 1974, by

KENNETH L. BURSON
(hereinafter called "Borrower") to

CITY NATIONAL BANK OF DETROIT
(hereinafter called "Lender"):

W I T N E S S E T H :

WHEREAS, contemporaneously with the execution and delivery of this Assignment, Borrower has made, executed and delivered to Lender a certain promissory note in the principal amount of THREE MILLION FIFTY THOUSAND AND NO/100 ----- (\$3,050,000.00) DOLLARS (hereinafter referred to as the "Note"), and to secure the payment of the indebtedness evidenced by said Note, has made, executed and delivered to Lender a certain Deed to Secure Debt and Security Agreement (hereinafter referred to as the "Deed") conveying the property of Borrower lying and being in County, Georgia (the same being more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and, together with any improvements now or hereafter located thereon, being hereinafter referred to as the "Premises") reference being made to said Note for a statement of the terms of payment thereof and to said Deed for a full statement of the promises, covenants and agreements therein set forth and contained for Borrower to keep, abide by and perform;

NOW, THEREFORE, for value received, and to additionally secure the payment of the indebtedness which is evidenced and secured to be paid by said Note and Deed, and to additionally secure also the performance by Borrower of, all and singular, the covenants, promises and agreements in said Note and Deed set forth and contained for Borrower to keep, abide by and perform, all in accordance with the tenor and effect of said Note and Deed, Borrower does, by these presents set over, transfer and assign unto Lender, its successors and assigns, all the rents and rental income to accrue from the Premises conveyed by said Deed, and does hereby covenant, promise and agree to and with Lender that, whenever and as often as Lender shall so request, whether or not a default shall then exist, Borrower will make, execute and deliver to Lender such specific assignments of any and all of the lease contracts then in effect with respect to said Premises or any part thereof as shall be necessary of by Lender desired to implement and give effect to this Assignment, and that such specific assignments will be of the same dignity and priority as this Assignment.

As between the parties hereto, it is agreed that unless and until a default shall occur, either in the payment of the indebtedness hereby additionally secured to be paid, as and when due in accordance with the tenor and effect of said Note, or in the performance of any covenant, promise or agreement in said Deed set forth for Borrower to keep, abide by and perform, Borrower may continue to collect, receive and use the rents and rental income from said Premises; Borrower does, however, hereby covenant and agree that during the term hereof Borrower shall not collect rent more than thirty (30) days in advance from any tenant.

Upon demand therefor by Lender, any tenant occupying space in or on all or any part of said Premises, and any rental agent then collecting rents from any such tenant, shall pay to Lender all rents and rental income then due and thereafter becoming due on account of said Premises or any part thereof, without any duty or right to inquire or ascertain whether a default in fact exists.

SMITH, COHEN, RINGEL,
KOHLER, MARTIN
& LOWE

ATTORNEYS AT LAW
FIRST NAT'L BANK TOWER
ATLANTA, GEORGIA