

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 30 day of August, 1983, is by and between SWS International, Inc., a Georgia corporation, hereinafter called "Assignor", and Trust Company Bank, a Georgia banking institution, hereinafter called "Assignee", whose address is Post Office Box 4418, Atlanta, Georgia 30302, Attention George N. Sandell, First Vice President

W I T N E S S E T H:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under the leases described on Exhibit A attached hereto and made a part hereof, together with any and all future leases and lease guaranties hereinafter entered into by Assignor relating to the Premises described in Exhibit B, attached hereto and made a part hereof, and all amendments, extensions and renewals of leases and lease guaranties and any of them, all of which are hereinafter called the "Leases", and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

- A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of even date herewith in the principal sum of Eight Million Six Hundred Thousand and 00/100 Dollars (\$8,600,000.00) and secured by a certain Mortgage and Security Agreement of even date herewith upon the Premises described in Exhibit B;
- B. The payment of any other indebtedness or liability of Assignor to Assignee, now or hereafter arising;
- C. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and Security Agreement or any other instrument constituting security for the Note; and
- D. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Mortgage and Security Agreement or any other instrument constituting security for the Note.

Assignor warrants, covenants and agrees with Assignee as follows:

- 1. That it is the sole owner of the entire Lessor's interest in the Leases, that it has not and shall not execute any other assignment of any of the Leases or the rents, income and profits accruing from the Premises, and that it has not and shall not perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- 2. That the Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, renewed nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.
- 3. That no Leases have been or will be entered into except for actual occupancy of the Premises by the lessees thereunder.
- 4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill or perform each and every condition and covenant of each of the Leases by lessor to be fulfilled or performed, give prompt notice to Assignee of any notice. Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by the lessee(s) to be performed or observed.

GREENVILLE, S.C.
AUG 31 1983
SOUTH CAROLINA

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