

6. The term "lease" or "said lease" as used herein means said lease hereby assigned or, any extension or renewal thereof and any lease subsequently executed during the term of this Assignment covering the premises described in said lease or said Mortgage or any part thereof.

7. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under said Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of said Note and Mortgage. The right of the said Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. In case of any conflict between the terms of this instrument and the terms of the Mortgage described above, the terms of the Mortgage shall prevail.

This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the said Note and Mortgage and shall be binding upon Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the mortgage premises.

Cousins Mortgage and Equity Investments ("CMEI") is a Georgia business trust formed under a Declaration of Trust dated May 18, 1970, as amended. The shareholders, trustees, officers, employees and agents of CMEI shall not be personally or individually liable for its obligations, but other parties including the undersigned and its successors and assigns shall look solely to CMEI's estate for payment or satisfaction of any claim against it. Said Declaration of Trust provides that where legal title is transferred to or by CMEI in the name of "Cousins Mortgage and Equity Investments", such name shall be deemed to refer to the Trustees of CMEI. Said Declaration of Trust further provides that the Trustees shall have the power to cause legal or equitable title to any property of CMEI including instruments of this nature to be held in the name of one or more of the Trustees or any other person as nominee, and that, when held in the name of a nominee, such nominee or any other nominee named by the Trustees shall have the power and authority to deal with in any manner instruments of this nature and the obligations evidenced or secured thereby and exercise any right or option contained therein, including but not limited to the right to protect, manage, extend, consolidate, negotiate, collect, discharge, accelerate, transfer, assign, sell, foreclose or enforce any such instrument or any portion thereof or any right given thereunder.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

GREENVILLE ASSOCIATES, LTD., an Alabama Limited Partnership with JOHN M. FOSHEE, HAROLD L. FOSHEE and JOHN S. BOWMAN as General Partners

By: *[Signature]* (SEAL)
JOHN M. FOSHEE, General Partner

Notary Public

[Signature] (SEAL)
HAROLD L. FOSHEE, General Partner

BY *[Signature]*
ASSISTANT VICE-PRESIDENT

By: *[Signature]* (SEAL)
JOHN S. BOWMAN, General Partner

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