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COURT HOUSE, COLUMBIA, S.C.
W. B. BERSLEY

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made as of the 26th day of July, 1979, by J. W. BURRESS, INCORPORATED, a Virginia corporation, hereinafter referred to as Assignor, to THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, a Tennessee corporation, hereinafter referred to as Assignee;

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor does hereby grant, transfer and assign unto Assignee all the right, title and interest of Assignor in the leases more particularly identified in the Schedule of Leases attached hereto as Exhibit "B" which leases cover portions of the real property hereinafter described, together with all renewals or extensions thereof and any leases subsequently executed by Assignor, together with all rents, income and profits arising therefrom (hereinafter referred to as "Leases").

This Assignment shall include all other leases that may now be in effect, as well as any future leases that may be entered into by Assignor for the lease of the real property, hereinafter described, including the buildings and improvements thereon, and Assignor herein agrees to execute and deliver such other assignments of said leases as the Assignee herein may require.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That this Assignment is given for the purpose of securing:

(a) Payment of the indebtedness evidenced by a Mortgage Note (including any modifications, extensions or renewals thereof) in the principal sum of \$800,000.00, made by Assignor, on the 29th day of January, 1979, payable to the order of THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA and secured by a Mortgage (hereinafter referred to as "Mortgage") bearing even date therewith covering the property described in Exhibit "A" attached hereto and by reference made a part hereof, which Note and Mortgage were assigned to Assignee the 26th day of July, 1979.

(b) Payment of all other sums becoming due and payable to Assignee under the provisions hereof or under the provisions of said Note and Mortgage;

(c) Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in said Note and Mortgage;

2. That to protect the security of this Assignment, Assignor agrees:

(a) To faithfully abide by, perform and discharge each obligation, covenant and agreement to be performed by the landlord as provided in said Leases at the sole cost and expense of Assignor, to enforce the performance of each obligation, covenant and agreement to be performed by the tenants as provided in said Leases; not to modify, extend or in any way alter the terms of the Leases; not to anticipate the rents under the Leases, or to waive, excuse, or in any manner release or discharge any of the tenants thereunder of or from the obligations, covenants, and agreements to be performed by said tenants including the obligation to pay the rental required by said

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