

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (hereinafter referred to as this "Assignment") is made and entered into as of the 31st day of May, 1984, by and between WOOD STREAM APARTMENTS LIMITED PARTNERSHIP, a South Carolina limited partnership, having as a mailing address One Shelter Center, P.O. Box 1089, Greenville, South Carolina 29602, party of the first part (hereinafter referred to as "Borrower"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, having as a mailing address Suite 0286, One First National Plaza, Chicago, Illinois 60670, party of the second part (hereinafter referred to as "Lender").

W I T N E S S E T H :

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, transfer and assign to Lender and the successors and assigns of Lender all of the right, title, and interest of Borrower in, to and under all of those certain lease agreements including any and all extensions, renewals, and modifications thereof and guarantees of the performance or obligations of any "Tenant" thereunder (hereinafter collectively referred to as the "Leases") more particularly described in Exhibit A attached hereto and by this reference made a part hereof, each of the Leases being executed by or on behalf of Borrower, as "Landlord" therein, and each of the Leases demising a portion of the space within the improvements to be constructed upon certain land (hereinafter referred to as the "Property") described in Exhibit B attached hereto and by this reference made a part hereof; TOGETHER WITH all of the interest of Borrower in and to all rents, issues and profits from the Leases and from the Property.

This Assignment is made for the purpose of securing the following described indebtedness:

(a) The debt evidenced by that certain Real Estate Note (hereinafter referred to as the "Note" and to which Note reference is hereby made for all purposes) dated of even date herewith, made by Borrower payable to the order of Lender in the principal face amount of EIGHT MILLION TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$8,232,000.00), with the final payment being due not later than April 30, 1988; together with any and all renewals and/or extensions of the indebtedness evidenced by the Note;

(b) Any and all indebtednesses secured by that certain Mortgage and Security Agreement (hereinafter referred to as the "Security Instrument" and to which Security Instrument reference is hereby made for all purposes) dated of even date herewith, made by Borrower in favor of Lender, conveying the Property to secure the indebtedness evidenced by the Note;

(c) Any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Property or the "Premises" (as that term is defined in the Security Instrument) or the lien of the Security Instrument on said "Premises," or for taxes or insurance premiums as provided in the Security Instrument; and

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