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WILMERSLEY

CONDITIONAL ASSIGNMENT OF RENTALS

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THIS AGREEMENT, entered into this 26th day of March, 1981,
BETWEEN KOGER PROPERTIES, INC., a Delaware corporation
Party of the First Part, and
BARNETT BANK OF JACKSONVILLE, N.A., a national banking association
Party of the Second Part.

W I T N E S S E T H:

WHEREAS, the Party of the First Part, is the present owner in fee simple of property briefly described as:
Lot No. 5, ^{and part of Lot No. 3} on a plat entitled "KOGER EXECUTIVE CENTER", recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5D, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

and the Party of the Second Part is the owner and holder of a first mortgage covering said premises, which said mortgage is in the original principal sum of \$1,360,000.00, made by Koger Properties, Inc.

to Barnett Bank of Jacksonville, N.A.

under date of March 26 1981, and

WHEREAS, Party of the Second Part, as a condition to ~~extending~~ ^{granting} the aforesaid mortgage loan, has required the execution of this assignment of the rentals of the mortgaged premises by Party of the First Part;

NOW, THEREFORE, in order further to secure the payment of the indebtedness of the First Party to the Second Party, and in consideration of making ~~extending~~ of the loan represented by the aforesaid mortgage and the note secured thereby, and in further consideration of the sum of \$1.00 paid by Second Party to First Party, the receipt of which is hereby acknowledged, the said First Party does hereby sell, assign, transfer and set over unto the Second Party all of the rents, issues and profits of the aforesaid mortgaged premises, this assignment to become operative upon any default being made by the First Party under the terms of the aforesaid mortgage or the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid mortgage or the note secured thereby.

In furtherance of the foregoing assignment, the First Party hereby authorizes the Second Party, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the mortgaged premises and to collect, in the name of First Party or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the First Party further agrees that he will facilitate in all reasonable ways the Second Party's collection of said rents, and will, upon request by Second Party, execute a written notice to each tenant directing the tenant to pay rent to the said Party of the Second Part.

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