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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 1 day of DECEMBER, 1982, by CONTINENTAL REALTY ASSOCIATES, LTD., a Georgia limited partnership, with offices located at 3495 Cumberland Club Drive, Suite 360, Atlanta, Georgia 30339 (hereinafter referred to as "Assignor"), in favor of CONTINENTAL ASSOCIATES, a Georgia limited partnership having offices at Suite 500, 6201 Powers Ferry Road, Atlanta, Georgia 30339 (hereinafter referred to as "Assignee").

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee all leases, written or oral, and all agreements now or hereafter in effect, for use or occupancy of any portion of the Premises and the buildings and improvements thereon (hereinafter referred to as the "Premises") (said leases and agreements hereinafter referred to as the "Leases"), located in Greenville, South Carolina, and more particularly described in Exhibit "A" attached hereto.

TOGETHER WITH any and all guarantees of lessee's performance under any of the Leases; and

TOGETHER WITH the immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including but not by way of limitation: minimum rents, additional rents, percentage rents, parking maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any lease, and all proceeds payable under any policy of insurance insuring against loss of rents, together with any and all rights and claims of any kind which Assignor may have against any lessee under such leases or any subtenants or occupants of the Premises (all such rents, income, receipts, revenues, issues, profits, moneys, rights and claims in this paragraph described being hereinafter referred to as "Rents").

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Purchase Money Wraparound Note (hereinafter referred to as the "Note") of even date herewith in the principal sum of THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,100,000.00), made by Assignor payable to the order of Assignee and presently held by Assignee, including any extensions and renewals thereof and any note or notes supplemental thereto, as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Purchase Money Mortgage (hereinafter referred to as the "Mortgage") from Assignor to Assignee of even date herewith, and in any extensions, supplements and consolidations thereof, covering the Premises and securing the Note or notes (hereinafter collectively referred to as the "Note and Mortgage").

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

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