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## CONDITIONAL LEASE AND RENTAL ASSIGNMENT

GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE, a South Carolina Partnership, (hereinafter called "Assignor") for a valuable consideration paid by DIVERSIFIED MORTGAGE INVESTORS, a Massachusetts business trust, of Boston, Massachusetts, (hereinafter called "Assignee"), the receipt of which is hereby acknowledged and for the purpose of further securing Assignee in the payment of that certain indebtedness evidenced by that one certain promissory note, (hereinafter called the "Note"), in the principal sum of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) dated May , 1972, executed by GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE, a South Carolina partnership, payable to the order of DIVERSIFIED MORTGAGE INVESTORS, more fully described in and secured by a Mortgage of even date encumbering property situated in Greenville County, South Carolina, described in Exhibit "A" which is attached hereto and made a part hereof, which Note and Mortgage were executed in connection with a Loan Agreement by and between Assignor and Assignee of even date herewith, and pursuant to the covenants contained in said Loan Agreement, Assignor does hereby assign and transfer unto Assignee all leases and rental contracts which have been and which may hereafter be executed for the leasing and/or renting of all or any part of the property described in Exhibit "A" and the improvements and personal property thereon, and Assignor does further assign and transfer unto Assignee all rents and income accruing therefrom.

Assignor represents and warrants that the existing leases and rental contracts pertaining to said property, and the improvements and personal property thereon, are now in full force and effect and that Assignor has made no prior assignments of the same nor of any of the rents and income therefrom.

As often as and whenever a default occurs in the payment of said Note or in the performance of any covenant contained in said Mortgage or Loan Agreement on the part of the Assignor to be performed and as long as any such default continues, the Assignee is hereby authorized and may exercise all rights of the lessor under the terms of any and all such leases and rental contracts. Assignee shall have the right, at any time such default exists, to make and enter into agreements with lessees and tenants, increasing or reducing rentals or otherwise changing the terms of any leases and rental contracts, and under such circumstances may enter into new leases and rental contracts, in the name of the Assignor or otherwise, on such terms and containing any covenants and agreements as the Assignee may deem advisable.

The Assignee is hereby authorized, in case of any such default, to collect and receive all rents and income hereafter accruing from said property, and the improvements and personal property thereon, and may execute good and sufficient receipts for same. All money so collected, prior to foreclosure and except as otherwise provided herein, shall be applied to make good any default which may occur in the payment of said Note or the payment of taxes assessed against the property covered by said Mortgage or in the payment of premiums on insurance policies insuring improvements situated on said property. The Assignee from time to time may waive its right hereby given to collect such rents and income, but any such waiver shall not prejudice its right thereafter to collect all rents and income accruing from said property and the improvements and personal property thereon, as long as and whenever a default exists.

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