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DONNIE S. TANKERSLEY  
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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made the 11 day of December, 1973, by GREENVILLE ASSOCIATES, LTD., an Alabama Limited Partnership with JOHN M. FOSHEE, HAROLD L. FOSHEE and JOHN S. BOWMAN as General Partners, hereafter referred to as Assignor, (which term as herein used shall be construed to include the plural thereof if the context so requires) to CHARLES D. TULLER, JR., not individually but as Nominee of the Trustees of COUSINS MORTGAGE AND EQUITY INVESTMENTS, an unincorporated business trust organized under the laws of the State of Georgia, hereafter referred to as Assignee,

W I T N E S S E T H :

That Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to Assignee the entire lessor's interest in and to a certain lease (which term as herein used shall be construed to include the plural thereof if the context so requires), described as follows:

Any and all leases and subleases now or hereafter entered into by Assignor, its successors or assigns or any tenants or subtenants thereof, for all or any portion of the improvements and apartments now or hereafter located on the real property described in Exhibit "A" attached hereto and made a part hereof.

Together with all rents, income and profits arising from said lease and renewals thereof and together with all rents, income and profits for the use and occupation of the premises described in said lease or in the Mortgage hereinafter referred to and from all leases upon said premises which may be executed in the future during the term of this Assignment.

This Assignment is made for the purpose of securing:

A. The payment of principal sum, interest and indebtedness evidenced by a certain First Mortgage Real Estate Note ("Note"), including any extensions or renewals thereof, in the original principal sum of TWO MILLION, EIGHT HUNDRED EIGHTY THOUSAND AND NO/100 (\$2,880,000.00) DOLLARS made by Assignor to Assignee, dated the 11 day of December, 1973, and secured by a Mortgage (it being agreed that the word "Mortgage" as hereinafter used shall be construed to mean "trust deed" or "deed of trust" or "deed to secure debt" if the context so requires) on real property situated in Greenville County, South Carolina, such real property as more fully described on attached Exhibit "A".

B. Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or of said Note and Mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in said Note and Mortgage.

Assignor warrants that Assignor is the sole owner of the entire lessor's interest in said lease; that said lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; that the Lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said lease has been assigned or anticipated and that no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of said lease.

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