

In the event a default shall occur, either in the payment of the indebtedness hereby additionally secured to be paid or in the performance of any covenant, promise or agreement in said Note or Deed set forth for Borrower to keep or perform, Lender may exercise its right to collect and receive the rents and rental income from said Premises, whether the maturity of the indebtedness hereby additionally secured to be paid be accelerated or not; and, in such event, Lender may employ the services of a rental agent or avail itself of the services of any rental agent then collecting rental income from said Premises or any part thereof and may pay, out of such rental, regular rental commissions at the rate then approved by the Atlanta Real Estate Board, or at the rate provided for in the applicable lease contract, whichever shall be the higher, and may also pay all expenses of managing and operating said Premises; and Borrower covenants that it will, if so requested by Lender, designate and appoint some person satisfactory to Lender, but who shall nevertheless be the agent of Borrower, to manage and operate said Premises and to pay over the net rentals therefrom to Lender.

To effectuate this Assignment of Rents and Leases, Borrower hereby makes, constitutes and appoints Lender the agent and attorney in fact of Borrower to collect and receive the rents and rental income from said Premises and to issue receipts therefor in the name of Borrower, and Borrower further authorizes and empowers Lender, as its said attorney in fact, to make and enter into lease contracts, in the name of Borrower, with regard to the whole or any part of said Premises.

It is expressly understood and agreed that nothing herein contained, and nothing done by Lender in reliance hereupon, shall be construed (1) as an assumption by Lender of any obligation of Borrower under any lease contract affecting said Premises, and/or (2) as obligating Lender to collect the rents or rental income from said Premises or to do anything more than account for the net rentals collected by it. If, pursuant to the terms hereof, rentals are paid to Lender, said net rentals are to be applied, in the sole discretion of Lender, to the payment of either (1) the interest on the indebtedness hereby secured to be paid, (2) the principal amount of said indebtedness, (3) principal or interest on any other indebtedness secured by the Premises, (4) taxes on said Premises, (5) special assessments, if any, on said Premises, (6) insurance premiums or other charges which, in accordance with the terms and provisions of said Deed, should be paid by Borrower, or (7) expenses of maintaining the improvements on the Premises.

It is expressly agreed that this Assignment is accepted by Lender without prejudice to any right which it now has or may hereafter have on account of the Note or Deed hereinabove referred to, and without prejudice to the right of Lender, in the event of a default in payment of said indebtedness or in the performance of any covenant of said Deed, to proceed in any lawful manner for the collection of said indebtedness and/or for the foreclosure of said security, this Assignment and the foregoing powers and agencies being intended as cumulative to the remedies for the collection of said indebtedness which are provided by law and by the provisions of said Deed; and that Lender may, concurrently, exercise its rights hereunder and under said Deed and as by law provided.

The purpose of this Assignment is to additionally secure the payment of the indebtedness above referred to, and when said indebtedness, both principal and interest, shall have been fully paid, according to the tenor and effect of said Note and Deed, Lender shall, at the request of Borrower, cancel and surrender this Assignment and any and all specific assignments made to Lender by Borrower.

The terms "Borrower" and "Lender", whenever used herein, whether so stated or not, shall include, and these presents shall bind and inure to the benefit of, the successors and assigns of the named parties.

It is expressly agreed that no delay of Lender in giving notice of this Assignment shall prejudice its rights hereunder and that delivery of a

SMITH, COHEN, RINGEL,
KOHLER, MARTIN
& LOWE
ATTORNEYS AT LAW
FIRST NAT'L BANK TOWER
ATLANTA, GEORGIA