

FILED
GREENVILLE CO. S.C.

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TOWNSHEND, ELLIOTT & HUNTER
1600 Western Savings Bank Building
Broad and Chestnut Streets
Philadelphia, Pennsylvania 19107ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made this 11th day of Sept., 1973, from CROWN INNS OF AMERICA, INCORPORATED, a North Carolina corporation, with an office at 115 East Morehead Street, Charlotte, North Carolina 28202 ("Assignor"), to CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, a national banking association, with an address at P.O. Box 1449, Greenville, South Carolina 29602 ("Assignee").

Recital

Assignor is the Owner of a leasehold estate in certain real property described in Exhibit "A" attached hereto and made a part hereof, and, together with Indun Realty, Inc., an Indiana corporation, the fee owner of said real property, has executed a certain mortgage or deed of trust (the "Mortgage") to Assignee of even date herewith, encumbering said real estate and certain other real and personal property as is more fully described in the Mortgage (the "Mortgaged Property") in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) and intended to be forthwith recorded in the office for the recording of deeds in and for the county in which the Mortgaged Property is located, the terms of which Mortgage are incorporated herein by reference.

Obligations Secured

NOW, THEREFORE, for the purpose of securing:

1. Payment of the indebtedness evidenced by a certain Note of even date herewith secured by the Mortgage (the "Note"),
2. Payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the Mortgage, or any sums secured by said instruments, and
3. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from the Note or the Mortgage.

Assignment Clause

Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over to Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the Mortgaged Property, including but not limited to all right, title and interest of Assignor in and to any and all leases of portions of the Mortgaged Property and any leases which may

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