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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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ASSIGNMENT

THIS ASSIGNMENT, made this 22nd day of January, 1976, by KOGER PROPERTIES, INC., a Delaware corporation of 3986 Boulevard Center Drive, Jacksonville, Florida 32207, herein called "Koger", to COMMERCIAL CREDIT DEVELOPMENT CORPORATION, a Delaware corporation of 300 St. Paul Place, Baltimore, Maryland, herein called "Commercial Credit",

WITNESSETH:

FOR VALUE RECEIVED, Koger hereby grants, sells, transfers and assigns to Commercial Credit all of the right, title and interest of Koger in and to all existing and future leases covering, and all rents, income and profits derived from the Anderson Building, Koger Executive Center, Greenville, South Carolina, more particularly described on Exhibit "A" attached hereto and made a part hereof, hereinafter called the "Property" and does hereby further grant, sell, transfer and assign to Commercial Credit all of its right, title and interest in all existing leases and future leases, and all of the rents, income and profits now due and which may hereafter become due under or by virtue of any lease or tenancy, whether written or verbal, or any letting of, or any agreement for the use of or occupancy of the Property or any part thereof which may have been heretofore or may be hereafter made or agreed to by Koger or which may be made or agreed to by Commercial Credit under the powers herein granted, together with any and all guarantees given therefore and Koger does hereby appoint irrevocably Commercial Credit its true and lawful attorney in its name and stead (with or without taking possession of the Property) to enforce said leases and to collect all of said rents, income and profits.

ALL FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness described in a Loan and Security Agreement of even date herewith, between Koger and Commercial Credit, evidenced by a Promissory Note in the principal amount of One Million Dollars (\$1,000,000.00), made by Koger of even date herewith, payable to the order of Commercial Credit, and further secured by a Mortgage of even date herewith recorded concurrently herewith.

2. Payment of all other sums with interest thereon becoming due and payable to Commercial Credit under the provisions hereof or under the provisions of said Note, or Mortgage or Loan and Security Agreement.

3. Performance and discharge of each and every obligation, covenant and agreement of Koger herein and in said Note, and Mortgage and Loan and Security Agreement contained.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, KOGER WARRANTS AND AGREES THAT:

1. Koger will faithfully abide by, perform and discharge each and every obligation, covenant and agreement of all leases by Koger to be performed; at the sole cost and expense of Koger, will use reasonable diligence to enforce or secure the performance of each and every obligation, covenant, condition and agreement of all leases by the tenants to be performed.

2. No rent has been paid or will be paid by or accepted from any person in possession of any portion of the Property for more than one installment in advance and the payment of none of the rents

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