

contained in said lease, or otherwise to impose any obligation on Mortgagee. Prior to actual entry and taking possession of the premises by Mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon Mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should Mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, Owner shall immediately upon demand reimburse Mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and Mortgagee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to Mortgagee.

Owner, as additional security, specifically assigns to Mortgagee, any purchase proceeds receivable by reason of tenant's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments may be provided in the above referred to lease, additions, amendments and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, Owner has executed this assignment on this day of June, 1977.

IN THE PRESENCE OF:

Margaret V. Sloan  
Mary W. Clark

ONE THOUSAND EAST NORTH, A GENERAL PARTNERSHIP

By Its Partners:

[Signature] (SEAL)  
J. Frank Ogletree, Jr.

[Signature] (SEAL)  
Homer L. Deakins, Jr.

[Signature] (SEAL)  
Lewis T. Smoak

[Signature] (SEAL)  
J. Hamilton Stewart, III

[Signature] (SEAL)  
H. Lane Dennard

[Signature] (SEAL)  
Frederick A. Stuart

[Signature] (SEAL)  
L. Gray Geddie

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