

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas COORDINATED FINANCIAL SERVICES, a Utah corporation of 32 Exchange Place, Suite 400, Salt Lake City, Utah, 84111, hereinafter called the undersigned, which word shall bind the undersigned, and its successors and assigns, is the owner of the premises, which word shall be construed as including the premises known as Hampton Forest Apartments, 2207 Wade Hampton Boulevard, Greenville, South Carolina 29615, which are more particularly described in Exhibit A attached hereto and in that certain Mortgage of Real Estate and Security Agreement, hereinafter called the mortgage, executed by the undersigned, dated January 29, 1981 and recorded concurrently herewith in the RMC Office for Greenville County, South Carolina, which said mortgage, together with the note or bond and the debt secured thereby, is owned and held by JOHN KUSMIERSKY, as Trustee under a Trust Agreement dated October 17, 1974, and known as KUSMIERSKY CHILDREN TRUST I, of 433 North Carden Drive, Suite 960, Beverly Hills, California 20210, hereinafter called the mortgagee, which word shall be construed as including the mortgagee, his heirs, executors, administrators, successors and assigns; and

Whereas the undersigned is desirous of further securing the mortgage in the indebtedness now due and to become due to the mortgagee secured by the mortgage or otherwise;

NOW, THEREFORE, in consideration of these presents and the mutual agreements herein contained and as further and additional security to the mortgagee, the undersigned does hereby presently sell, assign, transfer, set over and grant to the mortgagee during the life of these presents and also during any proceedings brought to enforce the mortgage, subject however to the rights privileges, title and interest of John Hancock Mutual Life Insurance Company hereinafter described:

1. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the premises in or to which the undersigned has any right, title or interest.

2. The right to the use and possession of the premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and avails now due and which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises and/or furniture which may have been heretofore or may be hereafter made or agreed to between the undersigned or any other owner of the premises and/or furniture and any tenant or occupant of any part of the premises and/or furniture, or which may be made or agreed to by the mortgagee under the power herein granted.

3. Any and all right, title and interest in and to any:
(a) loss or damage and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the premises and/or furniture, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the premises for public purposes, by right of

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