W

AND THE STREET

GREENVILLE CO. G. C.

(150 7 3 13 10 193

BONNIE R.H.C.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made as of this 17th day of November, 1983 by ONE THIRTY FIVE SOUTH MAIN STREET ASSOCIATES, LTD., a Georgia limited partnership having as its only general partner JAY ALAN SEKULOW (herein called "Borrower") to INVESTORS FINANCIAL CORPORATION, a Georgia corporation (herein called "Lender"),

## WITNESSETH:

FOR VALUE RECEIVED, Borrower hereby grants, transfers and assigns to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to that certain Lease or those certain Leases, with modification, if any, described in Exhibit "B" attached hereto and made a part hereof, covering premises described in Exhibit "A" attached hereto and made a part hereof (herein called "Premises); together with any extensions of any thereof and any guarantees of the Lessee's obligations under any thereof (each of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as "the Lease"), for the purpose of securing (a) payment of all sums now or at any time hereafter due Lender and secured by a certain mortgage and security agreement (herein called "Security Conveyance") made by Borrower to Lender dated of even date and to be recorded in the deed records of Greenville County, South Carolina, together with any renewals or extensions thereof and any future advances made thereunder to the extent permitted under Georgia law, and (b) performance and discharge of each obligation, covenant and agreement of Borrower contained herein or contained in the Security Conveyance or note secured thereby.

## Lender agrees that:

- A. So long as there shall exist no event of default, as hereinafter defined, on the part of Borrower, Borrower shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.
- B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Conveyance without the recording of another Security Conveyance in favor of Lender affecting the Premises, this assignment shall become and be void and of no effect.

## Borrower warrants that:

O

- A. There is no other assignment of any of its rights under the Lease to any other person.
- B. Borrower has done no act nor ommitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions herein.



(CONTINUED ON NEXT PAGE)