

1. Should Borrower fail to perform or observe any covenant or comply with any condition contained in the Lease, then Lender, but without obligation so to do and without notice to or demand on Borrower or releasing Borrower from its obligation so to do, may perform such covenant or condition and, to the extent that Lender shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the rate provided in the Note as defined in the Security Conveyance.

2. No action taken by Borrower or Lender shall cause or permit the estate of any Lessee under any Lease to merge with Borrower's reversionary interest.

3. Lender shall not be obligated to perform or discharge any obligation of Borrower under Lease, and Borrower agrees to indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under the Lease or under or by reason of this assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this assignment or under Lease.

The parties agree that wherever used in this assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Borrower" and "Lender" shall include individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities and the respective heirs, executors, legal representatives, administrators, successors and assigns of the parties hereto, and all those holding under either of them; the word "note" shall also include one or more notes or bonds, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

The Borrower acknowledges that Lender is a Georgia corporation located in the State of Georgia. The Borrower and the Lender intend that the validity and the construction of the obligations described in this Assignment and the Note which it secures be governed by the laws of the State of Georgia, provided that the enforcement hereof shall be governed by the laws of the State of South Carolina. Should any obligations or remedy under this assignment or the Note be invalid or unenforceable pursuant to the laws provided herein to govern, the laws of the State of South Carolina or another state whose laws can validate and apply to this obligation shall so apply.

IN WITNESS WHEREOF, Borrower has caused these presents to be executed on the date hereinabove written under seal.

ONE THIRTY FIVE SOUTH MAIN STREET
ASSOCIATES, LTD., a Georgia limited
partnership having as its only
general partner Jay Alan Sekulow

Signed, sealed and
delivered in the
presence of:

Henry M. Bolo
Littlejohn

Jay Alan Sekulow (SEAL)
JAY ALAN SEKULOW, General Partner