

GREENVILLE COUNTY
REC'D
APR 27 1984
R.H.C.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made and entered into this 25th day of April, 1984 by and between TEMPO PLACE PARTNERSHIP, a Georgia general partnership, all of the general partners of which are GERALD A. BLONDER, DAVID BERKMAN, and MICHAEL J. BLONDER (hereinafter referred to as "Borrower"), and THE FIRST NATIONAL BANK OF ATLANTA, a national banking association chartered pursuant to the laws of the United States of America, (hereinafter referred to as "Lender");

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, transfer and assign to Lender, its successors, successors-in-title and assigns, all of Borrower's right, title and interest in, to and under all of those certain leases and rental agreements, presently existing or hereafter entered into, more particularly described in Exhibit "B" attached hereto, including any and all extensions, renewals and modifications thereof and guaranties of the performance or obligations of any tenants or lessees thereunder (said leases and agreements are hereinafter referred to collectively as the "Leases", and said tenants and lessees are hereinafter referred to collectively as "Tenants" or individually as "Tenant" as the context requires), which Leases cover portions of certain property located in Greenville County, South Carolina, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); together with all of Borrower's right, title and interest in and to all rents, issues and profits from the Leases and from the Premises.

TO HAVE AND TO HOLD unto Lender, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

This Assignment is made for the purpose of securing (a) the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of that certain promissory note dated April 25th, 1984, made by Borrower to the order of Lender in the original principal amount of FOUR MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$4,200,000.00) (hereinafter referred to as the "Note"), together with any renewals, modifications, consolidations and extensions thereof, (b) the full and prompt payment and performance of any and all obligations of Borrower to Lender under the terms of the deed(s) to secure debt, mortgage(s), deed(s) of trust, and security agreements dated of even date herewith and securing the indebtedness evidenced by the Note (hereinafter referred to collectively as the "Security Instruments"), (c) the full and prompt payment and performance of all obligations of Borrower to Lender under the terms of that certain Construction Loan Agreement of even date herewith (hereinafter referred to as the "Loan Agreement"), including without limitation, the obligation to complete the improvements described in the Loan Agreement, fully paid for and free and clear of all mechanics' and materialmen's liens, and (d) the full and prompt payment and performance of any and all other obligations of Borrower to Lender under any other instruments now or hereafter evidencing, securing, or otherwise relating to the indebtedness evidenced by the Note (the Security Instruments, the Loan Agreement, and said other instruments are hereinafter referred to collectively as the "Loan Documents," and said indebtedness is hereinafter referred to as the "Indebtedness").

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