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ASSIGNMENT OF LEASES, RENTS AND PROFITS VOL 1229 PAGE 495

THIS ASSIGNMENT made this <sup>20th</sup> day of December, 1984, by PARK ASSOCIATES, a South Carolina Limited Partnership ("Assignor"), to STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal corporation chartered by the Federal Home Loan Bank Board ("Assignee");

FILED  
GREENVILLE CO. S.C.  
DEC 21 3 30 PM  
S. TAYLORS  
R.H.C.

RECITALS:

WHEREAS, Assignor has executed and delivered to Assignee a promissory Note (hereinafter, together with all amendments thereto and any extensions, renewals, modifications, substitutions and/or increases thereof, called the "Note") in the principal sum of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) of even date herewith and, as security for the payment of the Note, Assignor has executed and delivered to Assignee a Mortgage (With Security Agreement, Financing Statement and Assignment of Rents) (hereinafter, together with all amendments thereto and modifications thereof, called the "Mortgage") of even date herewith covering certain parcels of real property located in Greenville County, State of South Carolina, and more particularly described in Exhibit "A" which is attached hereto and incorporated by reference herein, together with all buildings, improvements and other property more particularly described in the Mortgage, and all fixtures, furnishings, machinery, equipment and other tangible property now owned or hereafter acquired by Assignor and located on or used in connection with such real property (all of which real and personal properties are hereinafter called the "Mortgaged Property"). This Assignment, the Mortgage, and all other agreements now or hereafter evidencing, governing or securing the loan evidenced by the Note are hereinafter collectively called the "Security Instruments" and singularly called a "Security Instrument"; and

WHEREAS, as further security for the Note, and as additional security to the Mortgage, Assignee has required that Assignor assign to Assignee all of Assignor's right, title and interest in, to and under any and all leases or subleases, whether written or oral (hereinafter collectively referred to as the "Leases" and singularly as a "Lease"), now or hereafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Mortgaged Property, including without limitation the Leases, if any, listed in Exhibit "B", which is attached hereto and incorporated by reference herein, and Assignor desires and intends by this instrument to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases,

THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of, and interest on, the Note, to secure the payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of the Note and the Security Instruments, and to secure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained in the Note and in the Security Instruments, Assignor agrees as follows:

1. The Recitals above set forth are incorporated herein by this reference.
2. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the

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