

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

STATE OF GEORGIA
COUNTY OF COBB
GREENVILLE CO. S.C.
DEC 28 3 42 PM '84
COURT CLERK

THIS ASSIGNMENT is made this 27th day of December, 1984
COMBS CORP., a California corporation, having an address
Horse Avenue, Irvine, California 92714 (hereinafter referred
as "Borrower") to PELHAM PLACE GENERAL PARTNERSHIP, a Utah
general partnership, having an address at c/o CFS Financial
Corp., 324 South State Street, Fifth Floor, Salt Lake City, Utah
8111 (hereinafter referred to as the "Lender").

W I T N E S S E T H :

That for and in consideration of Ten and No/100 Dollars
(\$10.00) cash in hand paid by the Lender to the Borrower, and for
other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged by the Borrower, the
Borrower hereby grants, transfers and assigns to the Lender:

I.

All of the Borrower's interest as lessor in and to the
"Leases". The term "Leases" as used in this Assignment shall be
deemed to include any and all of the leases now or hereafter
placed during the term of this Assignment upon the premises (the
"Premises") conveyed by that certain Exculpated Wraparound
Mortgage of Real Estate and Security Agreement (the "Mortgage")
of even date herewith executed by the Borrower in favor of the
Lender, the Premises being more fully described in Exhibit "A"
attached hereto and made a part hereof.

II.

All rents, income and profits arising from the Leases,
and all renewals and extensions thereof, together with all rents,
income, profits, issues, revenues and benefits from the use and
occupation of the Premises.

The Leases and all rents, income, profits, issues,
benefits and revenues assigned hereby are hereinafter sometimes
collectively referred to as "Collateral".

THIS ASSIGNMENT is made for the purpose of providing
additional security for a loan (the "Loan") made by the Lender to
the Borrower and shall secure:

A. The payment of the principal sum, interest and any
other indebtedness evidenced by that certain Exculpated
Wraparound Purchase Money Promissory Note in the original
principal amount of Five Million Six Hundred Thousand and No/100
Dollars (\$5,600,000.00) and by that certain Exculpated Purchase
Money Promissory Note in the original principal amount of Eight
Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) as said

This instrument prepared by:

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