

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ASSIGNMENT OF LEASES,
RENTS AND PROFITS

THIS ASSIGNMENT, made as of 27th day of September,
1978, by and between

KOGER PROPERTIES, INC., a Delaware corporation with
its principal office in Jacksonville, Florida
("Assignor"); to

THE TRAVELERS INSURANCE COMPANY, a Connecticut
corporation with its principal office in Hartford,
Connecticut, ("Assignee");

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor does hereby grant, transfer
and assign unto Assignee all the right, title and interest of
Assignor in, under or by virtue of all leases or rental agree-
ments that may now be in effect, as well as any future or
additional leases or rental agreements that may be entered into
by Assignor for the lease or rental of all or part of the real
property described in Exhibit A attached hereto, including the
buildings and improvements thereon, together with all renewals
or extensions thereof and together with all rents, income and
profits, including security deposits, arising therefrom.

Assignor herein agrees to execute and deliver such other
and further assignments of said leases or rental agreements as
the Assignee herein may require.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That this Assignment is given for the purpose of secur-
ing:

a. Payment of the indebtedness evidenced by First
Mortgage Real Estate Note (including any modifications, extensions
or renewals thereof) in the principal sum of Nine Hundred Eighty-
Five Thousand No/100 Dollars (\$985,000.00), made by Assignor on
the 27th day of September 1978, payable to the order of
Assignee and secured by a Mortgage and Security Agreement
("Mortgage") bearing even date therewith covering the property
described in Exhibit A attached hereto and by reference made a
part hereof.

b. Payment of all other sums with interest thereon
becoming due and payable to Assignee under the provisions hereof
or under the provisions of said First Mortgage Real Estate Note
("Note"), Mortgage and any other documents securing the indebted-
ness evidenced by said Note;

c. Performance and discharge of each and every obli-
gation, covenant and agreement of Assignor herein and contained
in said Note, Mortgage and Security Agreement and any other
documents securing the indebtedness evidenced by said Note.

2. That to protect the security of this Assignment, Assignor
agrees:

a. To faithfully abide by, perform and discharge each
and every obligation, and covenant and agreement of the leases
by landlord to be performed; at the sole cost and expense of
Assignor, to enforce or secure the performance of each and every
obligation, covenant, condition and agreement of the leases by the
tenants of the leases, not to anticipate the rents under the leases,
or, unless otherwise permitted herein, to waive excuse, condone
or in any manner release or discharge any of the tenants thereunder

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