

FILED
GREENVILLE, S.C.
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DONNIE S. THOMPSON
R.M.C.

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LOAN NO. _____

ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT made this 15th day of March, 19 84.

THE ASSIGNOR, T. Walter Brashier, individually, and Knolls Partnership, a South Carolina general partnership, of the City of Greenville, County of Greenville, and State of South Carolina, in consideration of Seven Million Five Hundred Eighty Thousand----- DOLLAR, and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of Massachusetts, with its principal place of business in the City of Springfield, County of Hampden, and State of Massachusetts, the ASSIGNEE, all of the right, title and interest of Assignor in and to those certain lease(s) affecting all or a portion of the real property more particularly described on Exhibit A hereto, which leases are briefly described as follows:

All apartment leases now existing or hereafter executed affecting the premises known as Knolls of Pelham, 4001 Pelham Road, Greenville, South Carolina, consisting of four hundred seventy (470) garden apartments,

together with all rents, income and profits arising from said lease(s), all modifications, renewals and extensions thereof and any guarantees, if any, of the lessee's obligations under said lease(s); (each of said lease(s) and all such guarantees, modifications, renewals and extensions relating thereto being hereafter collectively referred to as "the Lease"); and, further, together with all rents, income and profits arising from the use and occupation of the premises described in the Lease and in the Mortgage (as that term is defined below) and from all future leases of said premises.

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THIS ASSIGNMENT is a present and irrevocable assignment and is made for the purpose of securing:

A. The payment of all sums and indebtedness now or hereafter due under that certain Note (insert Note or Bond as the case may be) and any amendments, extensions or renewals thereof, (the Note together with all amendments, extensions or renewals thereof is hereinafter referred to as "the Note") in the original principal sum of Seven Million Five Hundred Eighty Thousand----- DOLLARS (\$ 7,580,000.00-----) made by T. Walter Brashier, individually, and Knolls Partnership, a South Carolina general partnership, to Massachusetts Mutual Life Insurance Company, and dated March 15, 19 84, which Note is also secured by a Mortgage (insert mortgage, trust, deed, loan deed, deed to secure debt or deed of trust as applicable) dated March 15, 19 84 and recorded at in the RMC office for Greenville County in Mortgage Book 1652 at page 250 on the real property described on Exhibit A hereto (it being agreed that the term "Mortgage" as hereinafter used shall be construed to mean "mortgage", "trust deed", "loan deed", "deed to secure debt" or "deed of trust", as the case may be, and any modifications or extensions thereof).

B. Payment of all sums with interest thereon becoming due and payable to the Assignee under this Assignment or the Mortgage.

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