

Carolina, a corporation, and which mortgage serves as secondary collateral or security to the payment of said note. For the terms and conditions of said note and mortgage and a more particular description of the land described in said mortgage, reference is made to said mortgage instrument which is of record in the R. M. C. Office, Greenville County, South Carolina, in Book 754, at Page 245.

A. To protect the security of this assignment, Assignor agrees:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by Lessor 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 said lease by the Lessee to be performed; not to cancel, alter, modify, extend or vary in any way any of the terms and conditions of said lease; not to anticipate or collect in advance the rents hereunder, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements by said Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein; and not to accept a surrender of the premises from the Lessee or consent to an assignment of the Lessee's interest in said lease. Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all of its right, power and authority to amend, cancel, modify or in any way alter the terms or provisions of said lease and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable and said mortgage forecloseable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the said lease or the obligations, duties or liabilities of Lessor and Lessee thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its