

SECURITY FOR THE PERFORMANCE OF ALL THE TERMS AND CONDITIONS OF THE CERTAIN NOTE AND MORTGAGE SECURED UPON THE PREMISES ABOVE REFERRED TO, GIVEN BY Martin-Wright Associates, a General Partnership

FOR THE BENEFIT OF Bankers Trust of South Carolina, N.A.

AND INTENDED TO BE RECORDED, AND AGREE ON BEHALF OF THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS THAT:

1. IF DEFAULT SHALL BE MADE IN THE MAKING OF ANY PAYMENT OR PAYMENTS UNDER OR IN THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THE NOTE AND MORTGAGE, THE ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, MAY, AT ITS OPTION, THEREUPON AND FROM TIME TO TIME SO LONG AS ANY DEFAULT OR DEFAULTS THEREUNDER SHALL CONTINUE TO EXIST, EXERCISE ALL THE RIGHTS AND PRIVILEGES OF THE ASSIGNOR(S) UNDER THE SAID LEASE, INCLUDING THE RIGHT, IF DEEMED NECESSARY TO ASSIGNEE, TO ENTER INTO POSSESSION OF THE DEMISED PREMISES FOR THE PURPOSE OF COLLECTING RENT OR ANY OTHER SUMS PAYABLE THEREUNDER, AND TO APPLY ALL SUMS COLLECTED TOWARD PAYMENT OF ANY SUM OR SUMS DUE UNDER THE TERMS AND CONDITIONS OF THE NOTE AND MORTGAGE.
2. UPON DEMAND AND NOTICE OF DEFAULT UNDER THE NOTE OR MORTGAGE, THE LESSEE SHALL MAKE PAYMENT TO THE ASSIGNEE, ITS SUCCESSORS OR ASSIGNS, OF RENT AND ANY OTHER SUMS DUE UNDER THE SAID LEASE WITHOUT LIABILITY FOR THE DETERMINATION OF THE EXISTENCE OF THE DEFAULT CLAIMED BY THE ASSIGNEE.
3. THE ASSIGNOR(S) WARRANT(S) THAT SAID LEASE HAS NOT BEEN MODIFIED; THAT NO RENT OR OTHER SUMS PAYABLE THEREUNDER HAVE BEEN PAID IN ADVANCE; THAT WITHOUT THE CONSENT OF THE ASSIGNEE, THE ASSIGNOR(S) WILL NOT MODIFY OR CANCEL SAID LEASE, REDUCE THE RENT PROVIDED FOR THEREUNDER, OR ACCEPT PAYMENT OF RENT IN ADVANCE OF ITS DUE DATE; THAT THE ASSIGNOR(S) IS/ARE THE ABSOLUTE OWNER(S) OF SUCH LEASE AND HAS/HAVE MADE NO OTHER ASSIGNMENT THEREOF, AND THAT, TO THE BEST OF THE KNOWLEDGE OF THE ASSIGNOR(S), THE LESSEE THEREUNDER HAS NO DEFENSE, SET-OFF OR COUNTERCLAIM AGAINST THE ASSIGNOR(S), EXCEPT AS FOLLOWS:

NONE

IN WITNESS WHEREOF, EACH OF THE ASSIGNOR(S) HAS HEREUNTO SET HIS HAND AND SEAL OR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AT Greenville, South Carolina THIS 18th DAY OF October, 19 73 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Richard J. Casey
John M. New

MARTIN-WRIGHT ASSOCIATES, A General Partnership

BY *John J. Martin, Jr.* Partner

BY *Herbert J. Wright* Partner

STATE OF OHIO
COUNTY OF HAMILTON

SS:

BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR THE ABOVE COUNTY AND STATE, PERSONALLY APPEARED

KNOWN TO ME, WHO ACKNOWLEDGED THAT _____ DID SIGN THE FOREGOING INSTRUMENT AND

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