

contained in said lease, or otherwise to impose any obligation on Mortgagee. Prior to actual entry and taking possession of the premises by Mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon Mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should Mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, Owners shall immediately upon demand reimburse Mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and Mortgagee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said damages.

Owners hereby assign any portion of an award payable by reason of condemnation action under the right of eminent domain and direct that such award shall be paid direct to Mortgagee, Greenville, South Carolina.

Owners, as additional security, specifically assign to Mortgagee, any purchase proceeds receivable by reason of tenant's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, Owners have executed this assignment on this 21st day of July, 1972.

Signed, sealed and delivered in the presence of:

Dell R. Owens

Frank Towers Rice
Frank Towers Rice, Trustee

Patrick C. Rice

Claire Fontaine Rice
Claire Fontaine Rice, Trustee

under Indenture of Trust executed by Gladys S. Rice and said Trustees under date of November 4, 1966

(Continued on next page)