

the Mortgaged Estate and (ii) that certain loan agreement dated March 21, 1984 by and between the Assignors and the Assignee (the "Loan Agreement").

The acceptance of this Assignment and the collection of rents or the payments under the Leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Note, the Mortgage and the Loan Agreement. And it is expressly understood and agreed by the parties hereto that before default occurs under the terms of the Note, the Mortgage and the Loan Agreement, the Assignors shall have the right to collect the rents, income and profits (the "Rents") from the Leases and to retain, use and enjoy the Rents. Provided, however, even before default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, the Assignors hereby assign to the Assignee (1) any award made hereafter to them in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court and (2) any and all payments made by lessees in lieu of rent. The Assignors hereby appoint the Assignee as their irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

The Assignors hereby assign to the Assignee all security deposits received by the Assignors or any agent of the Assignors in respect of any Leases. Prior to default hereunder and demand by the Assignee for delivery of such security deposits to it or its designee, the Assignors shall maintain the security deposits in a separate, identifiable account in a South Carolina bank acceptable to the Assignee. After default and upon demand by the Assignee, the Assignors shall deliver such deposits to the Assignee or its designee. Upon delivery of such security deposits to the Assignee, the Assignee shall hold such deposits pursuant to the terms of the Leases in respect of which such deposits were obtained by the Assignors. Provided, however, in no event shall the Assignee be liable under any Lease of any part of the Mortgaged Estate for the return of any security deposit in any amount in excess of the amount delivered to the Assignee by the Assignors. Any security deposits delivered to and held by the Assignee shall not bear interest.

The Assignors, in the event of default in the performance of any of the terms and conditions of the Note, the Mortgage or the Loan Agreement, hereby authorize the Assignee, at its option, to enter and take possession of the Mortgaged Estate; to manage and operate the Mortgaged Estate; to collect all or any Rents accruing therefrom and from the Leases; to let