

liability to the Tenant for the determination of the actual existence of any default claimed by BANKERS TRUST OF SOUTH CAROLINA.

The Mortgagee shall have the right to assign the Owner's right, title and interest in said Lease to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After the Owner shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the Owner's interest in said Lease shall be liable to account to the Owner for the rents, income and profits thereafter accruing.

A breach or default of any of the terms, provisions, conditions or covenants of this Assignment which continues for a period of Ten (10) days shall constitute a default under said mortgage, and at the option of said Mortgagee, and without notice to Owner, all unpaid indebtedness secured by said mortgage shall become immediately due and payable.

The Owner agrees to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which the Mortgagee may incur under said Lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the Mortgagee under the said Lease or this Assignment. Nothing herein contained shall be construed to bind the Mortgagee to the performance of any of the terms and provisions contained in said Lease, or otherwise to impose any obligation on the Mortgagee, including, without limitation, any liability under the covenant of quiet enjoyment contained in said Lease in the event that the Tenant shall have been joined as party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title, and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the Mortgagee, this Assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the Mortgagee, nor for the carrying out of any of the terms and provisions of said Lease. Should the 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, the Owner shall immediately upon demand reimburse the Mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the 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 loss or damage.

The Owner covenants and warrants to BANKERS TRUST OF SOUTH CAROLINA that it has not executed any prior assignment of said Lease or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent BANKERS TRUST OF SOUTH CAROLINA from operating under any of the terms and conditions of this Assignment, or which would limit BANKERS TRUST OF SOUTH CAROLINA in such operation; and

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