Nothing herein contained shall be construed as making PILOT LIFE INSURANCE COMPANY, or its successors and assigns, a mortgagee in possession, nor shall said Company, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Company is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the party of the second part, or its successors and assigns, or the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the deed of trust or mortgage and note for which this assignment is given as additional security.

IN WITNESS WHEREOF, the part les of the first part have hereunto set their and seal S the day and year first above written. WITNESS: Reha D. Mima Terry & Jour (SEAL) (SEAL) (SEAL) (Acknowledgment in form generally used in State where this instrument is executed.) STATE OF SOUTH CAROLINA, SS. COUNTY OF RICHLAND PERSONALLY APPEARED Before me Terry E. Greer who, being duly sworn, says that she saw the within named David Baker and Lee J. Baker sign, seal and as their act and deed deliver the within written Assignment of Rents and Profits, and that she with Reba D. Mims witnessed the execution thereof. Ting & Inen SWORN To before me this 17th day of July, 1961. (SEAL) My Commission Expires: At the pleasure of the Governor

Recorded July 19th, 1961, at 1:15 P.M. #2076