And the party of the first part does hereby authorize and empower the said WACHOVIA BANK AND TRUST COMPANY, its successors and assigns, to collect the said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as may now be due or shall hereafter become due to the said WACHOVIA BANK AND TRUST COMPANY, its successors and assigns, upon demand for payment thereof by said Bank, its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the deed of trust or mortgage herein mentioned, or default in the payment of any other sums secured by said deed of trust or mortgage, or default in meeting the terms and conditions appearing in receivership, bankruptcy or proceeding in arrangement, whether it be voluntary or involuntary, or upon adjudication of the party of the first part in receivership, bankruptcy or proceeding in arrangement; and until such demand is made, the party of the first part is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid by the party of the first part shall not operate to permit the collection by the party of the first part, his heirs, executors, administrators or assigns, of any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof.

The term of this assignment shall be until the certain note(s) and deed(s) of trust or mortgage(s), or any extension or renewal thereof dated 10nucry 21,1470, made, executed and delivered by

BUTLER CORPORATION OF ANDERSON, INC.

to WACHOVIA BANK AND TRUST COMPANY, covering the above described property for the sum of

ONE HUNDRED THOUSAND TWO HUNDRED FIFTY AND NO/100--- (\$ 100,250.00 )

Dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which times this assignment is to be fully satisfied, cancelled and released, and the releasing of said deed of trust or mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and deed of trust or mortgage above described (or any extension or renewal therecount of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

It is expressly covenanted and agreed by the undersigned party of the first part, assignor, that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any above described leases.