

such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including but not being limited to reasonable attorney's fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more moneys than it actually receives from the Mortgaged Property. The entering upon and taking possession of the property of the collection of such rents, issues, profits and advances and the application thereof as aforesaid, shall not cure or waive any default under the Mortgage or the Note, and Assignee may continue to so possess and collect even after any such default has been cured. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

7. No remedy conferred upon or reserved to Assignee herein or in the Mortgage or the Note or in any other agreement is intended to be exclusive of any other remedy. Each remedy shall be cumulative now or hereafter existing under those agreements or at law. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

8. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Note or Mortgage, Assignor shall have the right to collect upon accrual, all rents, issues, profits and advances from the Mortgaged Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Mortgage, this Assignment shall be void and of no effect, but the affidavit of any officer of Assignee showing any part of the indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall constitute prima facie evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. The covenants of this Assignment shall run with the property and bind Assignor, the heirs, distributees, executors, administrators, legal representatives, successors, and assigns of Assignor, all present and subsequent encumbrancers, lessees and sublessees of the Mortgaged Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

10. In the event any one or more of the provisions contained in this Assignment or in the Note or in the Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Assignment shall be governed by and construed according to the laws of the State of South Carolina.

11. The assignment of the Mortgage shall, without the requirement of an additional separate assignment of this instrument operate as an assignment of this instrument and all of Assignee's rights hereunder to the assignee of the Mortgage.