- 4. Consent to an assignment of the Tenant's interest in said lease(s) which will relieve the Tenant of liability for the payment of rent and the performance of the terms and conditions of the lease(s).
- 5. Accept a surrender, abandonment or vacation of the premises prior to the end of the term of the lease(s). However, the Owner shall have the right, regardless of this assignment, to modify said lease(s) or take any other action with respect hereto which does not violate the provisions of subparagraphs 1 through 4 hereof and does not affect the security of this additional assignment.

Mortgagee, by acceptance of this assignment, covenants and agrees to and with the Owner that, until a default shall occur by. Owner in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said lease(s), but it is covenanted and agreed by Owner, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in said mortgage or note, Mortgagee may, at its option, receive and collect all the said rent, issues and profits. The Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby agrees to immediately furnish Mortgagee with the original or a certified copy of the above mentioned lease(s), and hereby authorizes and directs the above mentioned Tenant(s) to pay to the Mortgagee at its main office building 101 E. Washington Street, Greenville , or to such other address as Mortgagee may direct in writing, all rentals accruing or to accrue under the terms of said lease agreement(s) from and after notice to do so from Mortgagee. Owner further authorizes Mortgagee, at its option, to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and the operation and maintenance of said mortgaged premises, the Owner hereby authorizing Mortgagee in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the Owner might reasonably so act. Mortgagee shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Mortgagee from the Owner under the terms and provisions of the aforesaid note and mortgage. The manner of the applications of such net income and the item which shall be credited shall, subject to the terms of said note and mortgage, be within the sole discretion of Mortgagee.

The Owner hereby covenants and warrants to Mortgagee that it has not executed any prior assignment of said lease(s) or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent Mortgagee from operating under any of the terms and conditions of this assignment, or which would limit Mortgagee in such operation; and Owner further covenants and warrants to Mortgagee that it has not executed or granted any modification whatsoever of said lease(s), unless indicated above, either orally or in writing, and that the said lease(s) is/are in full force and effect according to the original terms, and that there are no defaults now existing under the said lease(s). Owner further covenants during the full terms of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease(s) imposed upon the Lessor so as to prevent any termination of the lease because of a default by the Lessor.

Wherever used hereinabove, the singular number shall include the plural, the plural the singular, and the use of any gender applicable to all genders.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors

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