nor any prior assignment or pledge of its interest in any lease of the whole or any part of the mortgaged premises. Borrower further covenants and agrees not to do any act which would destroy or impair the benefits to the Lender under this Assignment.

- 6. It is not the intention of the parties hereto that an entry by Lender upon the mortgaged premises under the terms of this instrument shall constitute the Lender a "mortgagee in possession" in contemplation of law, except at the option of Lender.
- 7. This Assignment shall remain in full force and effect as long as any liability of the Borrower to the Lender under the terms of the Sale and Loan Agreement and the loan documents contemplated thereby remains undischarged in whole or in part.
- 8. It is understood and agreed that a full and complete release of the mortgage referred to herein shall operate as a full and complete release of all Lender's rights under the within Assignment; and that after said mortgage has been fully released, this instrument shall be of no further effect, without the necessity of entering a separate cancellation of the same.

IN WITNESS WHEREOF, the Borrower has executed this Agreement under seal by its General Partner, effective the date first indicated above, which Agreement has been accepted by the Lender, as evidenced by its execution hereof.

In the Presence of: //	POINSETT RESIDENTIAL HOTEL, A	**
Front Place	LIMITED PARTNERSHIP	(SEAL)
01826 00	Ву:	
(V) /Municipal	J. C. Bible, Fr., General Parti	ner
/		
amann on court office the		
STATE OF SOUTH CAROLINA	PROBATE	

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Poinsett Residential Hotel, a Limited Partnership, by its General

COUNTY OF GREENVILLE

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