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- (c) Note in the principal sum of \$5,300,000.00 from Assignor payable to the order of the Company designated as "NOTE B" dated September 14, 1979, which note(s) is/are secured by a mortgage, on real property recorded in the Office of the R.M.C. for Greenville County, South Carolina.
- 2. Payment of all advances and other sums with interest thereon becoming due and payable to the Company under the provisions of said note(s) and mortgage(s) or any sums secured by said instruments.
- 3. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from said note(s) and mortgage(s).

## **ASSIGNOR AGREES:**

- To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by lessor to be performed; at the sole cost and expense of Assignor to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said lease by the lessee to be performed; not to modify, extend or in any way alter the terms of said lease or accept a surrender thereof; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the lessee thereunder of or from the obligations, covenants, conditions and agreements by said lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Company all his right, power and authority to amend, modify, cancel, or in any way alter the terms or provisions of said lease.
- 2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the said lease or the obligations, duties or liabilities of lessor and lessee thereunder, and to pay all costs and expenses of the Company, including attorney's fees in a reasonable sum in any action or proceeding concerning said lease in which the Company may appear.
- 3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Company, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Company may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Company, and also the right to perform and discharge each and every obligation, covenant and agreement of lessor in said lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.
- 4. To pay immediately upon demand all sums expended by the Company under the authority hereof, together with interest thereon at the highest rate for which it is now lawful to contract.

IT IS MUTUALLY AGREED THAT: