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premises upon Mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should Mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, owner shall immediately upon demand reimburse Mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and Mortgagee may retain possession and collect the rents, incme and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to Mortgagee, Greenville, South Carolina.

Owner, as additional security, specifically assigns to Mortgagee any purchase proceeds receivable by reason of tenant's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments, and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

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

IN WITNESS WHEREOF, Owner has executed this assignment on this May of February, 1984.

Signed, sealed and delivered in the presence of:

WADE HAMPTON PROPERTIES, INC.

BY: UNU

President

(CONTINUED ON NEXT PAGE)