

expenses of collection, if any, shall be applied on account of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

It is expressly covenanted and agreed by the undersigned Party of the First Part that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by the tenant or lessee occupying the above described property.

It is further covenanted and agreed that the Party of the First Part, and its successors and assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of the lease above described in any particular whatsoever without first obtaining the consent in writing of the Party of the Second Part to such alteration, modification or amendment.

Nothing herein contained shall be construed as making The South Carolina National Bank, Greenville, S. C., or its successors and assigns, a mortgagee in possession, nor shall the said The South Carolina National Bank, Greenville, S. C., or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that the said The South Carolina National Bank, Greenville, S. C., is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the Party of the Second Part, or its successors and assigns, of the right to endorse payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the mortgage and note for which this assignment is given as additional security.

IN WITNESS WHEREOF, Greenville Motor Lodges, Inc., has caused these presents to be duly executed by its President and Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

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