

right, power or authority to alter, modify or amend the terms of any of the leases above described in any particular whatsoever without first obtaining the consent in writing of C. DOUGLAS WILSON & CO. to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the C. DOUGLAS WILSON & CO., or its successors and assigns, a mortgagee in possession, nor shall said C. DOUGLAS WILSON & CO. 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 said C. DOUGLAS WILSON & CO. 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 enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note(s) and mortgage(s) for which this assignment is given as additional security.

IN WITNESS WHEREOF, Middleton Place, Inc. has caused this assignment to be duly executed by its duly authorized officers and its corporate seal to be hereunto affixed this the day and year first above written.

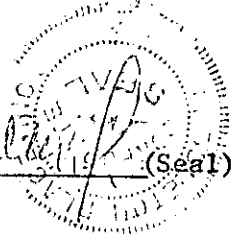
WITNESSES:

MIDDLETON PLACE, INC.

Shirley R. Jameson
Ratner

BY: William N. Miller, Jr. (Seal)
President

AND: Joe W. Hiller (seal)
Secretary



STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Shirley R. Jameson and made oath that (s)he saw William N. Miller, Jr. as President and Joe W. Hiller as Secretary of Middleton Place, Inc., a corporation organized and existing under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written assignment,

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