

secured thereby, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of Lexington County Savings and Loan Association. Lexington County Savings and Loan Association shall not be accountable for more moneys than it actually receives from the mortgaged premises; nor shall it be liable for failure to collect rents. Lexington County Savings and Loan Association shall make reasonable effort to collect rents, reserving however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that Baker and Baker shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the note secured thereby, then Lexington County Savings and Loan Association within one month after demand in writing shall re-deliver possession of the mortgaged premises to Baker and Baker, who shall remain in possession unless and until another default occurs, at which time Lexington County Savings and Loan Association may at its option again take possession of the mortgaged premises under authority of this instrument.

5. Except as set forth hereinabove, Baker and Baker hereby covenant and warrant to Lexington County Savings and Loan Association that they have not executed any prior assignment or pledge of the rentals of the mortgaged premises, nor any prior assignment or pledge of its landlord's interest in any lease of the whole or any part of the mortgaged premises. Baker and Baker also covenant and agree not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agree not to do any other act which would destroy or impair the benefits to Lexington County Savings and Loan Association of this assignment.

6. It is not the intention of the parties hereto that an entry by Lexington County Savings and Loan Association upon the mortgaged premises under the terms of this instrument shall constitute Lexington County Savings and Loan Association a "mortgagee in possession" in contemplation of law, except at the option of Lexington County Savings and Loan Association.

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