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the Assignor is not in default under any of the terms and conditions of the Lease, and that the premises described in the Lease are free of all liens and encumbrances except for a first mortgage on the premises granted by Old Grove Partnership to Service Corporation of South Carolina on April 14, 1977 as security for a promissory note in the original principal amount of \$230,000. Assignee acknowledges that it has been advised that Old Grove Partnership, as Landlord under the Lease, has assigned the Landlord's interest in the Lease to Service Corporation of South Carolina as additional collateral for the foregoing mortgage loan of Landlord.

5. Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all claims, damages and liabilities, including attorneys' fees, arising from claims of any and all persons relating to events occurring or facts existing prior to the date of this Assignment and any and all claims, damages and liabilities, including attorneys' fees, arising from any default by the Assignor under the Lease prior to the date of this assignment. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all claims, damages and liabilities, including attorneys' fees, arising from all claims of any and all persons in connection with events occurring or facts existing subsequent to the date of execution of this Assignment and any and all claims, damages