

by the lessees. Owner shall at all times appear and defend any action growing out of or in any manner connected with any lease of the whole or any part of mortgaged premises.

5. Owner hereby covenants and warrants to Assignee that neither he nor it, nor any previous owner, has executed any prior assignment or pledge of the rents, issues or profits of the mortgaged premises, nor any prior assignment or pledge of his or its rights therein.

9. No lessee need determine whether or not a default has occurred making this assignment operative, but shall pay over the rent to Assignee upon notice from it to do so, and upon so doing shall be relieved from liability therefor to Owner in all respects.

IN WITNESS WHEREOF, Owner has executed this agreement in manner and form proper and sufficient in law.

WITNESS My hand and seal, this 13<sup>th</sup> day of April, 1984.

Signed, Sealed and Delivered  
In the Presence of:

Walter Hill  
William Neal

CP ENTERPRISES, A South Carolina  
Limited Partnership

By: Joseph J. Pazdan  
Joseph J. Pazdan

Walter Hill  
William Neal

CENTER, INC.

By: C. Thomas Wyché  
C. Thomas Wyché  
pres.

Don A. Thompson  
William Neal

FIRST NATIONAL BANK OF  
SOUTH CAROLINA

By: W. H. McCall  
W. H. McCall  
President

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