

provisions contained in said lease, or otherwise to impose any obligation on ASSOCIATION. Prior to actual entry and taking possession of the premises by ASSOCIATION, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon ASSOCIATION, nor for the carrying out of any of the terms and provisions of said lease. Should ASSOCIATION incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, OWNER shall immediately upon demand reimburse ASSOCIATION for the amount thereof, including costs and expenses and reasonable attorney's fee, and ASSOCIATION may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

OWNER hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to ASSOCIATION, Greenville, South Carolina.

Upon payment in full of the entire indebtedness secured hereby, this assignment shall be void and of no effect, ASSOCIATION shall release this assignment of record; and if ASSOCIATION shall then be collecting rents and profits or operating and maintaining the premises pursuant to this Assignment, ASSOCIATION will reassign the rents and profits to OWNER and return to the OWNER all of its rights in the premises hereby assigned.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their successors or assigns.

IN WITNESS WHEREOF, OWNER has executed this assignment on this 20 day of JANUARY, 1984.

Signed, sealed and delivered in the presence of:

HAYWOOD COMMERCIAL DEVELOPMENT COMPANY, a Limited Partnership

A. Mawin Quattlebaum
Boyle J. McDevine

By: [Signature]
Sole General Partner

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