

of interest as provided in the Note with respect to the principal indebtedness of Assignor to Assignee, shall be secured by this Assignment and by the Security Instruments, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

14. All notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering the same to Assignor personally or by depositing a copy of the same in the United States Postal Service System, postage pre-paid, certified mail, return receipt requested, postage prepaid and addressed to Assignor, 8545 Leesburg Pike, Suite 300, Vienna, Virginia 22180 at such other address as Assignor may from time to time designate in writing actually received by Assignee. Any notice mailed to Assignor shall be deemed to be delivered on the date on which such notice is deposited in the United States Postal Service System.

15. This Assignment shall be assignable by Assignee and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

16. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

17. If any one or more of the provisions of this Assignment, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Assignment and all other applications of any such provision shall not be affected thereby.

18. Upon a sale, conveyance, transfer or exchange of all or a part of the Mortgaged Property, the term "Assignor" as used herein shall include the transferee or grantee in such transaction. The preceding sentence shall not be deemed to permit any sale, conveyance, transfer or exchange which is prohibited or restricted by the terms of any Security Instrument.

19. All exhibits attached hereto are by this reference incorporated fully herein. The term "this Assignment" shall be deemed to include all such exhibits.

20. This Assignment shall be governed by and construed under the laws of the State of South Carolina, except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.