The owner agrees to indemnify and hold the mortgagee harmless of and from any and all liability, loss or damage which the mortgagee may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against the mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the mortgagee under the said lease or this assignment. Nothing herein contained shall be construed to bind the mortgagee to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on the mortgagee, including, without limitation, any liability under the covenant of quiet enjoyment contained in said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should the mortgagee 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, the owner shall immediately upon demand reimburse the mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the mortgagee 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.

Thornwell Orphanage, Clinton, S. C.

The owner covenants and warrants to the Rowinsent kink and Armident instrument which might prevent the Rowinsent and Armident instrument in Thornwell Orphanage, Clinton Thornwell Orphanage, Clinton of the terms and conditions of this assignment, or which would limit the Microschet Armident instrument of the terms and conditions of this assignment, or which would limit the Microschet Armident in the Armident Armident in the Armident in the

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of Thornwell Orphanage, Clinton, S. C. Thornwell Orphanage, Clinton, S. C.,

Thornwell Orphanage, Clinton, S. C.,

The owner, as additional security, specifically assigns to the Rowschen Hierarch Company x any purchase proceeds receivable by reason of the lessee's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

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

IN WITNESS WHEREOF, the owner has executed this assignment by having set his hand and affixed his seal on this 9th day of January 19 61.

Emice W. Sholton (L.S.)

Dehafu B. Amlich (L.S.)

Haymon Panage (LS.)

As Trustees for R. M. Caine, et al, under Agreement dated January 3, 1961

(Continued on Next Page)