

to be kept, observed and performed in any lease affecting any portion of the mortgaged premises. If the Party of the First Part fails to keep, observe and perform any covenant of any such lease, the Party of the Second Part shall have the right, at its option, to keep, observe and perform such covenant on behalf of the Party of the First Part or to declare, with or without notice, all sums secured by the Mortgage referred to herein to be immediately due and payable and avail itself of any and all remedies provided for in said Mortgage in the event of default. In the event the Party of the Second Part should exercise its option to keep, observe or perform any of the lessor's obligations under any lease affecting the premises, it shall be entitled to recover from the Party of the First Part immediately upon demand any expenses incurred or amounts advanced in performing such covenants, together with interest at the highest lawful rate per annum now permitted by written contract under the laws of this State from the date of such advance. Should the Party of the First Part fail to repay the Party of the Second Part any such expenses or advances as herein provided, the Party of the Second Part may at its option, with or without notice, declare all sums secured by said Mortgage to be immediately due and payable and avail itself of any and all remedies provided for therein in the event of default.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the Party of the Second Part, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Mortgage and Note for which this Assignment is given as additional security.

IN WITNESS WHEREOF, the Assignor, McAlister Development Company, by its sole General Partner, The McAlister Corp., has caused these presents to be duly executed by its duly authorized officers, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Carol R. Davis
Harry R. Thompson

McALISTER DEVELOPMENT COMPANY (L.S)

By: THE McALISTER CORP.

By: Edmund M. Apperson
President

And Francis H. Shaw
Assistant Secretary

(Its Sole General Partner)

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named McAlister Development Company, by its Sole General Partner, The McAlister Corp., a South Carolina corporation, by its duly authorized officers, Edmund M. Apperson, as President, and Mary L. Shaw, as Assistant Secretary, sign, seal with its corporate seal and as

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