THAT the assignor hereby reserves and is entitled to collect and retain the rents under the said lease or leases unless and until there is a default in the performance or observance of the terms or conditions of said note or mortgage, which said default continues beyond the grace periods provided in said note and mortgage, if any, and also reserves the right to enforce the collection thereof by any appropriate action or proceeding brought in the name of the assignor;

THAT upon default under the terms of said note or mortgage or of this agreement, or at any time after such default, the assignee, its successors or assigns, at its or their option and without further consent thereto by the assignor or any subsequent owner of said premises, may enter in and upon said mortgaged premises and take possession thereof, and collect the rents and profits thereof, and do every act and thing that such assignor or any subsequent owner of said premises might or could do;

THAT upon curing all defaults the assignor, its successors or assigns, shall again be entitled to collect and retain the rents under the aforesaid lease or leases;

THAT upon payment of the aforesaid mortgage debt this assignment shall be rendered null and void and the said lease or leases shall be reassigned to the then owner in fee of said premises or to such person or persons as said owner may direct by written notice;

THAT the assignee shall not be responsible for the control, care or management of said premises, nor for carrying out any of the terms and conditions of said lease or leases, nor for any waste committed or permitted on the premises by any tenant, nor shall the assignee be liable by reason of any dangerous or defective condition of the premises resulting in loss or injury to any tenant or other person.

IN WITNESS WHEREOF, this agreement is duly executed the day and year first above written.

WITNESS AS TO THE BERNSTEIN'S:

Linda G. Beaman

Melton Kligman

Arnold Bernstein

Willa Dean Bernstein

[redacted]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Personally appeared before me Linda G. Beaman and made oath that she saw the within-named Arnold and Willa Dean Bernstein, sign, seal and, as their act and agreement, deliver the within-written Agreement for the uses and purposes therein mentioned and that she, with Melton Kligman witnesses the execution thereof.

SWORN to before me this 29
day of [redacted], 1971

Linda G. Beaman

Melton Kligman (L.S.)
Notary Public of South Carolina
My Commission Expires May 7, 1979

Assignment of LEase Recorded February 23, 1971 At 3:35 P.M. # 19610