

the collection of the rents and for the operation and maintenance of said mortgaged premises, the OWNERS hereby authorizing Carolina Federal in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the OWNERS might reasonably so act. Carolina Federal shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Carolina Federal from the OWNERS under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Carolina Federal.

The OWNERS hereby covenant and warrant to Carolina Federal they have not executed any prior assignment of said lease or rentals, nor have the OWNERS performed any acts or executed any other instrument which might prevent Carolina Federal from operating under any of the terms and conditions of this assignment, or which would limit Carolina Federal in such operation; and OWNERS further covenant and warrant to Carolina Federal that they have not executed or granted any modification whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease. OWNERS further covenant during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon the lessors so as to prevent any termination of the lease because of a default by the lessors.

Executed and delivered this the SIXTH day of JUNE, 1973.

In the Presence of:

Robert C. Wilson, Jr.

Reserving J. [Signature]

Millicent M. Cobb

Robert C. Wilson, Jr.

Edmund L. Potter (LS)  
Edmund L. Potter

J. Cooper Shackleford (LS)  
J. Cooper Shackleford  
OWNERS

CAROLINA FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF GREENVILLE

By [Signature]  
President