

(b) Not to collect any rents, income or profits accruing under the leases or from the premises in advance of the time when they shall become due;

(c) Not to execute any other assignment of lessor's interest in the leases or assignments of rents accruing under the leases or from the premises;

(d) At Assignee's request to assign to Assignee any subsequent lease upon any part of the premises described in the lease and to execute and deliver to Assignee such further assurances and assignments in the premises as Assignee shall from time to time require.

(e) That until such time as the aforesaid loan has been paid in full, the leases assigned to Fidelity Federal Savings and Loan Association of Greenville under this Conditional Assignment of Leases shall not be modified, amended or terminated by the assignor except upon the prior written consent of Fidelity Federal Savings and Loan Association of Greenville.

4. TERMS AND CONDITIONS. This assignment is made on the following terms and conditions:

(a) Until default by Assignor in payment of the principal, interest, or other indebtedness secured by the note and mortgage or in performance of any obligation or agreement under the note and mortgage, this assignment, or the assigned leases, Assignor may collect at the time of, but not before, the date provided for payment, all rents, income and profits arising under the leases or from the premises and retain use and enjoy the same.

(b) Upon or at any time after such default, Assignee may, at its option, without notice and without regard to the adequacy of the security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in the lease and hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and, with or without taking possession of the premises, demand, sue for, or otherwise collect all rents, income and profits of the premises, including those past due and unpaid, with full power to make from time to time all

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