

XI. NONLIABILITY OF ASSIGNEE:

The Assignee shall not be obligated to perform or discharge any obligation under the lease, or under or by reason of this assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the lease; should the Assignee incur any such liability, loss or damage under the lease or under or by reason of this assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at ten percent (10%) per annum, shall be secured hereby and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand. Nothing herein contained shall be construed as making Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors or assigns be liable because of laches or for failure to collect any of the rents, issues, profits, revenues, rights and benefits, it being expressly understood and agreed by the Assignor that the Assignee shall only be required to account for such sums as are actually collected by Assignee.

XII. SUCCESSORS AND ASSIGNS:

This assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

THE PARTIES AGREE that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given when sent by registered mail addressed to the Assignor at the address furnished below, and to the Assignee at the following address:

ASSIGNOR: Houston Building
107A East North Street
Greenville, South Carolina 29601

ASSIGNEE: P. O. Box 2568
Greenville, South Carolina 29602