

leases without first obtaining the consent, in writing, of said Lender, or its assigns, to such execution of lease, alteration, modification or amendment. Borrower covenants with Lender to perform all the obligations imposed upon Borrower as Landlord under the lease or leases, and shall not do anything to impair the security thereof, nor to execute any other assignment of its interest in said lease or leases or the rents and profits arising therefrom and to assign to Lender any and all subsequent leases upon all or any part of the property therein described.

Nothing herein contained shall be construed as making said Lender, or its successors and assigns, a mortgagee in possession, nor shall said Lender, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Lender is to account only for such sums as are actually collected.

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 said Lender, 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 Deed of Trust or Mortgage and Note for which this Assignment is given as additional security.

IN WITNESS WHEREOF, the said Limited Partnership, by its General Partners, has caused this Assignment of Rents and Leases to be executed by and on behalf of said Limited Partnership, the day and year first above written.

In the Presence of:

[Signature]  
[Signature]

SOVEREIGN REALTY 1981 - II,  
a South Carolina Limited Partnership

BY: [Signature]  
William C. Stuart

And: [Signature]  
Robert J. Woods

And: [Signature]  
Lynn Salen

U. S. STORAGE CORP.

BY: [Signature]  
Robert J. Woods, President

General Partners

0577

4328 RV-2