

such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided therein. First National may exercise any one or more or all of the remedies hereunder, and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to each and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional mortgage, security, collateral or guaranty for the payment of the indebtedness secured under this Conditional Assignment of Lease operate to prejudice, waive or affect this Conditional Assignment of Lease or any rights, powers or remedies hereunder; nor shall First National be required to first look to, enforce or exhaust such other or additional security, collateral or guarantees.

In case First National shall have proceeded to enforce any right or remedy under this Conditional Assignment of Lease by receiver, entry, foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then to the extent allowed by law the Assignors and First National shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of First National shall continue as if no such proceedings had been taken.

SECTION 8. MISCELLANEOUS.

This Conditional Assignment of Lease shall be construed and enforced in accordance with the laws of South Carolina.

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