- 5. Owner hereby covenants and warrants to Assignee that neither he nor it, nor any previous owner, has executed any prior assignment or pledge of the rents, issues or profits of the mortgaged premises, nor any prior assignment or pledge of his or its.
- 6. No lessee need determine whether or not a default has occurred making this assignment operative, but shall pay over the rent to Assignee upon notice from it to do so, and upon so doing shall be relieved from liability therefor to Owner in all respects.

IN WITNESS WHEREOF, Owner has executed this agreement in manner and form proper and sufficient in law.

WITNESS my hand and seal, this 20 day of October, 1983.

Signed, Sealed and Delivered in the Presence of:

THE WORTHY GROUP, A South Carolina Limited Partnership

Braxton M. Cutchin, III
General Partner

By: Sterling Capital, Ltd. General Partner

> By: M. Stubil John M. Sterling Fr. President

FIRST NATIONAL BANK OF SOUTH CAROLINA

By: Chesta Loals

Yorigan Nest