

\*for any acts or omissions of Mortgagor prior to exercise  
by Mortgagee of its rights hereunder

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9. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by the Mortgagor. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under said Leases, or under or by reason of this Assignment, and the Mortgagor shall and does hereby agree to indemnify the Mortgagee for and to hold it harmless of and from any and all liability, loss or damage\* which it may or might incur under said Leases 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 obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases.\* Should the Mortgagee incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand. Such attorney's fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditor's reorganization proceedings.

10. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents, profits or issues contained in the Mortgage or in any other document.

11. This Assignment shall include any extensions and renewals of the leases, franchises, licenses, permits, contracts for deed or purchase and sale agreements, or any other documents or contractual rights, and any reference hereto to the said leases, franchises, licenses, permits, contracts for deed or purchase and sale agreements, or any other documents or contractual rights, shall be construed as including any such extensions and renewals.

12. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Mortgagor", "Mortgagee", and "lessees", wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

13. In the event the Mortgagor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in this Assignment, and such default is not remedied within thirty (30) days after written notice is received by Mortgagor of such default, this shall constitute a default, breach or failure to perform under said Instruments. All of the rights of the Mortgagee hereunder shall be cumulative and not in limitation of the Mortgagee's rights under the terms of said Instruments.

14. This Assignment and all of its provisions shall end if and when the Mortgagee shall execute and record a satisfaction of the Mortgage in the Public Records of Greenville County, South Carolina.

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