

It is expressly covenanted and agreed by the undersigned party of the first part, that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by any of the tenants occupying the above described property or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the party of the first part, and its successors or assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them of any of the leases above described in any particular whatsoever without first obtaining the consent in writing of First National Bank of South Carolina, its successors or assigns to such alteration, modification or amendment.

Nothing herein contained shall be construed as making First National Bank of South Carolina, or its successors and assigns, a mortgagee in possession, nor shall said party of the second part, 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 party of the second part 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 the party of the second part, 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 mortgage and note for which this assignment is given as additional security.

IN WITNESS WHEREOF, the party of the first part has caused this Assignment of Rents and Profits to be executed this 21st day of December, 1983.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

[Signature]
Kirby J. Quinn, Jr.

(CONTINUED ON NEXT PAGE)