

assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the Bonds hereinafter described or a default under the Mortgage hereinafter described, and until such demand is made the Assignors are authorized to collect, or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect, or continue collecting, as aforesaid by Assignors shall not operate to permit the collection by said Assignors, their successors or assigns, of any installment of rent in advance.

The terms of this assignment shall be until those certain Greenville County, South Carolina Hospital Revenue Bonds (Greenville County Hospital Medical Office Building Project) 1984 (the "Bond") in the original principal amount of Three Million Fifty Thousand Dollars (\$3,050,000) and all other indebtedness evidenced by the Note, as defined in the Loan Agreement dated of even date and secured by the Mortgage and Security Agreement, made, executed and delivered by the Borrower, covering the property described in Exhibit A attached thereto, shall have been fully paid and satisfied, and, at the end of such term, this Assignment is to be cancelled and released, and the satisfaction of said Mortgage shall constitute a release hereof.

It is expressly covenanted and agreed by the undersigned Assignors, that at the time of the execution and delivery of this Assignment there has been no anticipation of prepayment of any rents by any of the tenants leasing part or all of the property described on Exhibit A.

It is further covenanted and agreed that Assignors, and their successors or assigns, shall have no right, power, or authority to materially alter, modify or amend the terms, or any of them, of any of the leases pertaining to the property described on Exhibit A without first obtaining the consent, in writing, of the Assignee to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors and assigns, be liable for laches for failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Assignee 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 their privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by the Assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove

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