

Assignor's interest in said leases shall be liable to account to the Assignor for any rents, income, revenue, issues or profits thereafter accruing.

8. Termination of this Assignment. Upon payment in full of all the indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or release of Mortgage, as well as sums which may be payable hereunder, this Assignment shall become and be void and of no effect and, in that event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this Assignment and/or the reassignment to the Assignor of the rights, power and authority granted herein.

9. No Merger of Assigned Leases. As against the Assignee, at all times during which this Assignment shall be in effect there shall be no merger of the Assigned Leases or the leasehold estates created thereby with the fee estate in the Mortgaged Premises by reason of the fact that the Assigned Leases or any interest therein may be held or for the account of any person, firm or corporation which may be or become the owner of said fee estate, unless the Assignee shall consent in writing to said merger.

10. Notice. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as ordinary distribution of checks, copies of documents, etc. may be sent by ordinary first-class mail.

11. Miscellaneous Provisions.

11.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

11.2 All of the provisions of this Collateral Assignment of Leases and Rents shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

11.3 This Assignment is being delivered and is intended to be performed in the State of South Carolina and shall be construed and enforced in accordance with and governed by the laws of such state.

11.4 No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

11.5 In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this Assignment, the terms and provisions of this Assignment shall prevail.

11.6 The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective heirs, successors and assigns or executors, administrators, successors, heirs and assigns, as the case may be.

11.7 The captions of this Assignment are for convenience and reference only and neither in any way define, limit, or

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