

South Carolina, at its option, to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the OWNER hereby authorizing First National Bank of South Carolina, in general, to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the OWNER might reasonably so act; First National Bank of South Carolina shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due First National Bank of South Carolina from the OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of First National Bank of South Carolina.

The OWNER hereby covenants and warrants to First National Bank of South Carolina that it has not executed any prior assignment of said Lease or rentals, nor has the OWNER performed any acts or executed any other instrument which might prevent First National Bank of South Carolina from operating under any of the terms and conditions of this assignment, or which would limit First National Bank of South Carolina in such operation; and the OWNER further covenants and warrants to First National Bank of South Carolina that it has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there is no default now existing under the said Lease. The OWNER further covenants during the full term of the loan in connection with which this assignment is made, to comply with all of the terms, conditions and covenants of the Lease imposed upon the Lessor so as to prevent any termination of the Lease because of a default by the Lessor.

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