

negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Upon payment in full of the indebtedness secured by the Mortgage, this Assignment shall become and be void and of no effect and the Lender shall forthwith execute appropriate documents so providing, but the affidavit, certificate, letter or statement of any partner, agent or attorney of the Lender showing any part of the indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The Borrower hereby authorizes and directs the lessees named in the Leases or any other or future lessee or occupant of the Premises, upon receipt from the Lender of written notice to the effect that the Lender is then the holder of the Note and the Mortgage and that an Event of Default exists thereunder or under the Assignment, to pay over to the Lender all rents, income and profits arising or accruing under the Leases or from the Premises and to continue so to do until otherwise notified by the Lender.

5. The Lender may take or release other security for the payment of the indebtedness secured hereby, may release any party primarily or secondarily liable therefor and may apply any other security held by the Lender to the satisfaction of such indebtedness without prejudice to any of the Lender's rights under this Assignment.

6. Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted to the Lender hereunder shall be deemed to be a waiver by the Lender of the Lender's rights and remedies under the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms thereof. The right of the Lender to collect the indebtedness secured hereby and to endorse any other security held by the Lender may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by the Lender hereunder.

7. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail, but whenever possible, the provisions hereof shall be deemed supplemental to and not in derogation of the provisions of the Mortgage.

8. Neither this Assignment nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.

9. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used herein, it shall equally include the other.

10. Anything contained herein to the contrary notwithstanding, by its acceptance hereof, Lender for itself and its successors and assigns, agree that in any action or proceeding brought on the Note, on the Mortgage, on this Assignment or on any other documents securing the Note or the indebtedness evidenced thereby, no deficiency or other money judgment shall be sought or obtained against Borrower, its partners, or their respective successors or assigns. Any covenants or agreements contained in the Note, in the Mortgage, in this Assignment or in any other instruments securing the