

(a) All mortgages, deeds of trust, and similar instruments naming Ravenel-Eiserhardt as mortgagee, beneficiary, or similar party thereunder, which secure indebtedness to Ravenel-Eiserhardt, whether or not such instruments are in the possession of U.S. Trust, or Ravenel-Eiserhardt, including without limitation, all those instruments described on SCHEDULE A attached hereto and by this reference made a part hereof;

(b) All of the promissory notes evidencing indebtedness secured by the instruments described on SCHEDULE A attached hereto, whether or not in the possession of U.S. Trust or Ravenel-Eiserhardt, and all payments thereon and the proceeds thereof;

(c) All security agreements, insurance policies, title opinions, guarantees and all other documents held by U.S. Trust as security or otherwise in connection with the instruments described on SCHEDULE A or the indebtedness secured thereby, and all payments thereon and the proceeds thereof, whether or not in the possession of U.S. Trust or Ravenel-Eiserhardt; and

(d) All Ravenel-Eiserhardt's ledger sheets, files, records, documents, and instruments (including without limitation, computer programs, tapes and related electronic data processing software) evidencing or relating to any of the foregoing instruments and documents and the loans evidenced thereby.

The foregoing instruments, documents, and other property and rights are herein collectively referred to as the "Collateral."

3. Warranty of Title. U.S. Trust hereby represents and warrants to Bankers Trust-N.Y. that U.S. Trust has not previously conveyed, transferred or assigned all or any portion of its right, title and interest in and to the Collateral, nor has U.S. Trust granted or created any liens, security interests, or other encumbrances on U.S. Trust's right, title and interest in and to the Collateral, other than to Bankers Trust-N.Y.

4. Recordation. U.S. Trust hereby authorizes and directs the Clerk of Court or Register of Mesne Conveyances, as appropriate, to record this Assignment in the mortgage records in each respective County listed on SCHEDULE A attached hereto, and to enter on the margin of each recorded mortgage described on SCHEDULE A, or upon the assignment of such mortgage from Ravenel-Eiserhardt to U.S. Trust, the name of Bankers Trust Company (New York), the date of this Assignment, and the record and page where this Assignment is recorded, all as provided in Section 30-7-40, as amended, Code of Laws of South Carolina, 1976.

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