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action growing out of or in any manner connected with any lease of the whole or any part of mortgaged premises.

- 5. Owner hereby covenants and warrants to Assignee that neither he nor it, nor any previous owner, has executed any prior assignment or pledge of the rents, issues or profits of the mortgaged premises, nor any prior assignment or pledge of his or its
- 9. No lessee need determine whether or not a default has occurred making this assignment operative, but shall pay over the rent to Assignee upon notice from it to do so, and upon so doing shall be relieved from liability therefor to Owner in all respects.

IN WITNESS WHEREOF, Owner has executed this agreement in manner and form proper and sufficient in law.

WITNESS My hand and seal, this 23 day of July

1982.

Signed, Sealed and Delivered in the Presence of:

FIRST NATIONAL BANK OF SOUTH CAROLINA