K

ら

 ∞ (

0

1.50

provisions of said lease, so long as there is no default on the part of the undersigned in the payment of any installments of principal or interest as provided in the note hereinabove referred to, and so long as there is no breach in any of the conditions and covenants of said note and mortgage.

by Bankers Trust of South Carolina as Lessee to any third party) shall not collect any rentals further in advance than as provided in said lease, and collections made by it further in advance than as provided in said lease, and collections made by it further in advance than as provided therein, shall constitute a breach of covenant, and the Mortgagee may proceed to execute the provisions of said mortgage in the same manner as provided therein in case of default in the payment of the note described in said mortgage or a breach of the covenants contained therein.

IT IS FURTHER UNDERSTOOD AND AGREED that in case it should be necessary for the said Mortgagee, for the purpose of protecting its interest, to assert its rights as assignee of said lease, and to enforce payment of the indebtedness existing under said note and mortgage or any part thereof from the leasehold interest hereby assigned, the said Mortgagee will account for and pay over to the undersigned all amounts realized by it from rents collected under said lease in excess of the indebtedness of the undersigned to the said Mortgagee, principal and interest, including such costs and expenses as the said Mortgagee may be obligated to incur in thus enforcing its rights as assignee of said lease (in the event of assignment by Bankers Trust of South Carolina) and including any and all sums which may have been advanced by it for taxes, insurance and similar items.

IT IS FURTHER AGREED that the undersigned (in the event of assignment by Bankers Trust of South Carolina as Lessee to any third party) shall not cancel said lease or consent to a surrender thereof or grant any modification or concession therein (except as provided in said lease) without the written consent of the said Mortgagee so long as it holds a mortgage upon the property above described.