

The owner agrees to indemnify and hold the Bank harmless of and from any and all liability, loss or damage which the Bank may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligation or undertaking to be performed or discharged by the Bank under the said lease or this assignment. Nothing herein contained shall be construed to bind the Bank to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on the Bank, including, without limitation, any liability under the covenant of quiet enjoyment contained in said lease in the event that the tenant shall have been joined as a party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the Bank, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the Bank, nor for the carrying out of any of the terms and provisions of said lease. Should the Bank incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, the owner shall immediately upon demand reimburse the Bank for the amount thereof, including costs and expenses and reasonable attorney's fee, and the Bank may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

The owner covenants and warrants to the Bank 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 the Bank from operating under any of the terms and conditions of this assignment, or which would limit the Bank in such operation; and owner further covenants and warrants to the Bank that it has not executed or granted any modification whatever of said lease, whether orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease.

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to Southern Bank and Trust Company, Greenville, South Carolina.

The owner, as additional security, specifically assigns to the Bank, any purchase proceeds receivable by reason of the lessee's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

All covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

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