

(38.) That the Mortgagor shall have the privilege of prepaying the unpaid balance of said principal sum on any interest date after September 30, 1982 upon giving to South Carolina National Bank of Charleston sixty days written notice of intention so to prepay and upon paying as consideration therefor a sum equal to a percentage of the then principal balance computed as follows:

The sum of four (4%) per centum if prepaid before October 1, 1983, and for prepayment thereafter the sum of four (4%) per centum less one half per centum (1/2%) for each elapsed year after October 1, 1982, but in no event less than one per centum (1%) of such principal balance.

(39.) If Mortgagor fails, to pay any claim, lien or encumbrance which is prior to this Mortgage, or, when due, any tax or assessment, other charge or insurance premium, or to keep the premises in repair, or if any violation of any undertaking on the Mortgagor's part set forth in Paragraph 7 shall occur, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee at its option may pay said charge, claim, lien, encumbrance, tax, assesment, other charge, or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure any such breach, and may appear in any such action or proceeding and retain counsel therein and take such action therein as Mortgagee deems advisable, and for any of said purposes, Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the