(d) Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary or, at Mortgagee's option, have a receiver appointed forthwith without proof of depreciation of the value of the security or insolvency of Mortgagor, and Mortgagee or said receiver shall have the right to collect all Rents, and, after deducting all costs of collection including reasonable attorneys' fees) and administration expenses, apply the net Rents to the payment of Impositions, claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or on account and in reduction of the principal and/or interest and/or other sums hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect.

18. <u>Representations as to Other Agreements</u>.

(a) Mortgagor is not a party to any agreement or instrument materially and adversely affecting the Mortgaged Property or its present or proposed business, properties or assets, operation or condition, financial or otherwise; and (b) Mortgagor is not in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions set forth in any agreement or instrument to which it is a party and will duly and punctually perform all of such obligations, covenants and conditions, and will preserve, keep in full force and effect and use its best efforts to secure performance of the Leases and other agreements by the other parties to them.

19. <u>Various Representations and Warranties by Mortgagor</u>. Mortgagor represents and warrants that it is a general partnership duly organized and validly existing under the laws of the State of South Carolina; that it is qualified to do business in the State; that it has the requisite power to execute this Mortgage, the Note and the Other Security Documents and to perform all obligations herein and therein; that the transactions contemplated in this Mortgage and the Note are and will be in all respects legal and not