

tary) of any of the foregoing into cash or liquidated claims, including, but not limited to, insurance and condemnation awards. And the Mortgagor agrees to and shall execute and deliver to the Mortgagee, in form satisfactory to the Mortgagee, such "Financing Statements" and such further assurances as the Mortgagee may, from time to time, consider reasonably necessary to create, perfect, and preserve the Mortgagee's liens upon the fixtures, and the Mortgagee, at the expense of the Mortgagor, may or shall cause such statements and assurances to be recorded and re-recorded, filed and refiled at such times and places as may be required or permitted by law to so create, perfect, and preserve such liens. The Mortgagee shall have all the rights with respect to the fixtures afforded to it by the Uniform Commercial Code of the State of South Carolina, in addition to, but not in limitation of, the other rights afforded the Mortgagee by this Mortgage and said Construction Loan Agreement. Upon completion of the improvements contemplated and from time to time and at any time upon request of the Mortgagee, the Mortgagor will furnish the Mortgagee a certified, complete list of all of the aforementioned fixtures located in and used in connection with the Premises and the subject property.

27. That in the event the mortgaged Premises, or any part thereof, shall be sold or transferred to another person or entity without the consent of Mortgagee, which consent shall not be unreasonably withheld, the Mortgagee may, at its election, declare the entire indebtedness secured hereby due and payable and, upon ten (10) days written notice of such election, the principal of all indebtedness and accrued interest secured hereby shall be and become due and payable immediately, thereafter to bear interest at the rate of fifteen per cent (15%) per annum allowed by applicable law, all secured by the lien of this Mortgage.

With regard to any transfer of title to the Premises approved by Mortgagee, Mortgagor agrees to require the transferee to assume the payment of the secured indebtedness and all obligations contained in the Note, this Mortgage, the Loan Commitment, the Construction Loan Agreement, or any other instrument securing this loan