

than one (1) month any rents that may become collectible under such lease (security deposit excluded).

4. Mortgagors covenant and agree that Mortgagors will not execute a mortgage or create or permit a lien which may be or become superior to any subsisting leases affecting said premises.

5. Mortgagors covenant and agree to notify Mortgagee promptly of any accidental damage to said premises in excess of \$1,000.00.

6. Mortgagors covenant and agree that if any part of the automobile parking areas included within said premises is taken by condemnation or before said areas are otherwise reduced, Mortgagors will provide parking facilities in kind, size and location to comply with all leases and zoning ordinances, and before making any contract therefor will furnish to Mortgagee satisfactory assurance of completion thereof free of liens and in conformity with all governmental zoning ordinances and regulations.

7. All representations made by them in the several occupancy leases are true.

8. They will not expand or extend the improvements except with the written consent of the Mortgagee.

9. They will not construct, restore, add to or alter any building or other improvement or any extension thereof, nor consent to or permit any such construction, restoration, addition or alteration without Mortgagee's written consent.

10. They will grant no parking rights other than those provided for in existing leases except with Mortgagee's written consent.

11. To keep and maintain complete and accurate books and records of the earnings and expenses of the premises, and without expense to Mortgagee to deliver to Mortgagee, within one hundred and twenty (120) days after the close of each fiscal year, an annual audit of the operation of the premises showing in reasonable detail the rents and profits received from, and disbursements made in connection with the premises, together with annual balance sheets and profit and loss statements prepared and certified by a certified public accountant, and such interim balance sheets and profit and loss statements as may be required by Mortgagee. Mortgagee will be permitted to examine such books and records and all supporting vouchers and data at a place within the State of South Carolina.

12. Mortgagors shall pay as the same shall become due all taxes and assessments that may be levied or accrue upon said property or any part thereof, or upon Mortgagee's interest therein, or upon this Mortgage, or the indebtedness or the evidence of indebtedness secured hereby, and all other charges that may become liens upon said premises; and not to permit any lien which might take precedence over the lien of this Mortgage to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

13. Mortgagors will continuously maintain hazard insurance of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and it will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be delivered to and held by the Mortgagee with loss payable clauses in favor of and in form acceptable to the Mortgagee. Also, Mortgagors shall deliver to Mortgagee receipts for the premiums paid at least ten (10) days prior to the due date of such premiums. In the event of loss, Mortgagors will give immediate notice by mail to the Mortgagee, who may make proof of loss, if not made promptly by the Mortgagors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee

119

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