

by the Mortgagor in the performance of or compliance with any of the Mortgagor's covenants or obligations under the leases described in Schedule "B", and the cost thereof, together with interest at the highest lawful rate, shall be immediately due from the Mortgagor to the Mortgagee and shall be secured by this Mortgage.

8. Mortgagee may, at its option, cure any default occurring under any mortgage senior to this Mortgage covering the Premises including but not limited to the payment of principal and/or interest to the holder of any such senior mortgage and said payments if any shall immediately become an indebtedness of the makers of the Note and the Mortgagor *JAC* to the Mortgagee and shall be secured hereby. See paragraph 8(a) on page 7A.

9. In any action to foreclose this Mortgage, the Mortgagee shall *JAC* have the right *JAC* (without regard to the adequacy of any security for the debt and without regard to the solvency of any person, firm or corporation liable for the payment thereof) to the appointment of a receiver of the rents and profits of said premises, fixtures, and personal property covered by this Mortgage.

10. Such expenses and fees as may be incurred in the protection of the Mortgaged Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this Mortgage. If any part thereof is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action, or foreclosure the Mortgagor shall be chargeable with all costs of collection including reasonable attorney's fees which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

11. In case of any sale under this mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent permitted by the laws of the State of South Carolina, the Premises or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion

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