

ARTICLE IV

THIRD: That the Mortgagor shall not be liable for the Mortgagee's name or shall not be liable for any default received by the Mortgagee with respect to any violation of the Mortgagor under the provisions of the Constitution of the State of South Carolina, hereinafter referred to as, the Constitution; the Declaration of Indenture, hereinafter referred to as, the Declaration; the Rules and Regulations adopted by the Association, hereinafter referred to as, the Rules and Regulations; or the By-Laws of any corporation or association created to facilitate the administration and operation of the premises of which the mortgaged premises form a part, hereinafter referred to as, the By-Laws.

FOURTH: That the Mortgagor shall not, except with the prior written consent of the Mortgagee, take any action or proceeding for partition of the property of which the mortgaged premises are a part; its vote for or consent to any modification of, amendment to or repeal of, or the enforcement of any provision of the Declaration or By-Laws; and (c) in the event of damage to or destruction of the property of which the mortgaged premises are a part, vote in opposition to a motion to repair, restore or rebuild.

FIFTH: In each and every case in which, under the provisions of the Declaration, the By-Laws or the Condominium Act, the unanimous consent or the unanimous vote of the owners of units is required, the Mortgagor shall not be able to give such consent without, in each and every case, the prior written consent of the Mortgagee.

SIXTH: That it shall constitute a default hereunder if the Mortgagor fails to keep the premises in good condition and repair or if the Association fails to keep the common elements in good condition and repair.

SEVENTH: That the Mortgagor shall promptly pay to the Mortgagee the and provide all payments to the maintenance and reserve funds and all assessments as required by the Declaration or By-Laws or any resolutions duly adopted in either thereof, and shall promptly upon demand exhibit to the Mortgagee receipts for all such payments.

EIGHTH: That the Mortgagor shall fully and faithfully observe and perform each and every covenant, agreement and provision in the Declaration, or By-Laws, and Rules and Regulations on the part of the Mortgagor to be kept and performed, and in the event of the failure of the Mortgagor to do so within a period of thirty (30) days after notice from the Association or from the Mortgagee, or in the case of any such default which cannot with due diligence be cured or remedied within such thirty (30) day period, if the Mortgagor fails to proceed promptly after such notice to cure or remedy the same with due diligence, then in any such case, the Mortgagee at the expense of the Mortgagor may from time to time at its option, but without any obligation on its part, cure or remedy any such default of the Mortgagor (the Mortgagor hereby authorizing the Mortgagee to enter upon the mortgaged premises as may be necessary for such purpose), and all sums expended by the Mortgagee for such purpose, including reasonable counsel fees, shall be assumed by this Mortgage and shall be immediately due and payable to the Mortgagee.

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