

replaced by similar fixtures or articles of personal property at least equal in quality and condition to those replaced; free from other encumbrances thereon and free from any reservation of title thereto; or (n) immediately upon the filing in any court of competent jurisdiction by the State, Municipal or Federal government or any department, bureau, administration or instrumentality thereof of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the mortgaged premises; or (o) upon the Mortgagor's failure to comply with any covenant in this mortgage, the Note or the Construction Loan Agreement or the occurrence of an event of default as defined in any of those documents.

14. Upon default by the Mortgagor in the performance of any agreement herein contained, or in the Note, or under the construction loan agreement, the Mortgagee is authorized, but not obligated to discharge the Mortgagor's obligations hereunder and any amounts which the Mortgagee may expend therefor shall, with interest at the rate provided in the Note secured by this Mortgage, be deemed an obligation of the Mortgagor and be added to said principal indebtedness secured by this Mortgage, and the Mortgagee shall be subrogated to all the rights, equities and liens discharged by such expenditure. Notwithstanding that the debt secured hereby shall not have been declared due and payable upon any such default, said debt shall bear interest at the rate provided in the Note secured by this Mortgage from the date of notice and demand therefor by the Mortgagee until said default shall have been completely cured and removed to the satisfaction of the Mortgagee.

15. That Mortgagee or any subsequent owner of said Mortgage shall have the right to accelerate said Note and Mortgage in the event Mortgagor fails to comply with any one of the following requirements.

(a) That Mortgagor or any subsequent owner of this property shall not encumber this property with any subsequent loan thereon.

(b) That Mortgagor shall not convey the property covered by this Mortgage or any substantial portion thereof, except in the normal course of selling units, without written approval from Mortgagee.

(c) That Mortgagor shall fully comply with all terms and conditions of the Note secured hereby and the construction loan agreement.

16. That Mortgagor and Mortgagee agree that the purpose of this loan is for completion of the development of 112 residential units and recreational facilities on the mortgaged premises.

17. That Mortgagor is a limited partnership formed under the laws of South Carolina with its principal office in Greenville, South Carolina.

18. The Mortgagor covenants to pay any stamp taxes imposed by any

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