

(f) the entry of a judgment against Mortgagor which remains undischarged as a lien against the Property covered by this Mortgage for a period of ninety (90) days during which execution is not effectively stayed, or the levying of an attachment against the Property covered by this Mortgage, or a substantial part thereof, and the failure to have the same discharged by the filing of a security, or vacated, within twenty (20) days after such levy.

16. Upon Mortgagee declaring the Note immediately due and payable pursuant to Paragraph 15 hereof, this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should Mortgagee become a party to any suit involving this Mortgage or the title to the Property described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder. With respect to that portion of the Property which is or is claimed to be personal property, at the option of Mortgagee the same can be included with the real property under the foreclosure, as permitted by the South Carolina Uniform Commercial Code, or the same may be treated as personal property and Mortgagee shall have all of the rights to possession and disposal of the same as is provided under the South Carolina Uniform Commercial Code with respect to collateral after default.

17. Should the Property be involved in any insolvency, receivership, bankruptcy, either voluntary or involuntary of Mortgagor, or other proceedings affecting the possession of said Property, it is further covenanted and agreed that Mortgagee shall be entitled to all of the rents, issues and profits realized during any such proceedings from the Property, whether there be a default under this Mortgage as above provided, or not. Mortgagee, after deducting all of its charges and expenses shall apply the residue of the rents, income and profits toward payment of the debt secured hereby.

*add
row*

18. Mortgagor specifically agrees that upon and after any sale hereunder, Mortgagor, its successors and assigns, shall be a mere tenant at sufferance of the purchaser at such foreclosure sale and that such purchaser shall be entitled to the immediate possession thereof and, upon failure to surrender possession, the purchaser shall have the right to go into any court of competent jurisdiction in the precinct and county in which the security is located and file an action for forcible detainer which action shall lie against Mortgagor, its successors or assigns, as a mere tenant at sufferance of such purchaser. This remedy is cumulative of any and all other remedies the purchaser may have hereunder or otherwise.

19. The granting of an extension or extensions of time by Mortgagee with respect to the performance of any provision of this Mortgage or said Note on the part of Mortgagor to be performed, or the taking of any additional security, or the waiver by Mortgagee or failure by Mortgagee to enforce any provision of this Mortgage or said Note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of Mortgagee to exercise all rights or remedies stipulated herein and therein. Nothing herein or in the Note contained, shall be deemed to deprive Mortgagee of any remedy, by legal action or otherwise, not specified herein or therein, for the enforcement of the lien conferred by this Mortgage and the recovery of the indebtedness secured or intended to be secured hereby. No remedy of Mortgagee herein contained is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and in

0.846

4328 RV-2