

any receiver, trustee or assignee for the benefit of creditors, or should any representations contained in the note be or become untrue; then a default shall exist hereunder and, at the option of said mortgagee, or its successors or assigns, the whole indebtedness and all sums secured by this mortgage, including but not limited to the unpaid principal balance due on the note and all accrued interest thereon and all advances made to or on account of the mortgagor and not repaid by mortgagor to mortgagee for taxes, assessments, premiums on insurance and other charges of any kind whatsoever with all accrued interest thereon, shall at once become due and payable without notice, and this Mortgage may be foreclosed for the whole amount of said monies, interest, costs, and attorney's fees and mortgagee may exercise such other rights and remedies as shall be available to it under any other security for said note, or under applicable law. At foreclosure sale, mortgagee shall have the right to have the property herein conveyed sold as a whole or in separate parcels. Mortgagee shall have the right to bid at any foreclosure sale hereunder.

25. That the said mortgagor shall hold and enjoy the said premises until default of payments as provided in said note or a breach of any of the covenants of this Mortgage or any other instrument securing said note shall be made or any representation contained in said note shall be or become untrue.

26. This mortgage shall be construed and enforced in accordance with and governed by the laws of South Carolina.

27. Mortgagor hereby agrees to also assign to noteholder at any time hereafter upon request of noteholder, any leases specified by noteholder in such request which affect all or any part of the hereindescribed property. Such assignments shall be executed promptly, shall be in such form as noteholder shall require and shall be recorded at the expense of Mortgagor. Further, if any lease which is assigned to noteholder in a separate assignment of leases securing said note is terminated or expires, Mortgagor agrees not to execute any lease covering all or any part of the property covered by the expired or terminated lease without obtaining noteholder's prior written approval of said lease.

28. Upon any default in the terms and conditions of this mortgage and following the acceleration of maturity of the note indebtedness as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale (including sale under power of sale hereunder) by the Mortgagor or by anyone or behalf of the Mortgagor, shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder, and such payment, to the extent permitted by law, will therefore include the premium required under the prepayment privilege, if any, contained in the Note secured hereby, or if at that time there be no such prepayment privilege, then such payment to the extent permitted by law, will include a premium for such prepayment of five (5%) percent of the then principal balance.

29. Notwithstanding the provisions of the immediately preceding paragraph, the mortgagee is hereby granted the option of accelerating on the due date of the 240th installment the entire unpaid principal balance hereof, together with accrued interest thereon, by mailing written notice of such acceleration on or before the due date of the 234th installment, to the address of the property described in the mortgage, such notice being addressed to the attention of the owner of such property. Following such mailing, the unpaid principal balance due together with all accrued interest thereon, shall become due and payable and shall be paid on the 240th installment.

29. (a) If, through no fault of Mortgagee, this Mortgage has not been assigned to The Life Insurance Company of Virginia on or before March 31, 1977, the whole of the principal and interest shall become due and payable at the option of the Mortgagee.