

to terminate or modify the terms of any guaranty of such leases without the prior written consent of Mortgagee; (7) not to consent to any assignment of or subletting under such leases, whether or not in accordance with the terms of such leases, without the prior written consent of Mortgagee; and (8) at Mortgagee's request to assign to Mortgagee any subsequent lease upon any part of the premises described of the above described real property, and to execute and deliver to Mortgagee such further assurances and assignments in the premises as Mortgagee shall from time to time require.

If any lease which is assigned to Mortgagee by this Mortgage or by 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 said terminated or expired lease without obtaining Mortgagee's prior written approval of said lease.

23. 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.

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

25. 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 on 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.

26. Notwithstanding the provisions hereof, the Mortgagee is hereby granted the right to accelerate the maturity date of the remaining principal balance and accrued interest to the first of any month during the fifteenth year of the Permanent Loan Period as defined and provided in said Note by one hundred eighty (180) days written notice of such acceleration.

27. If, through no fault of Mortgagee, this Mortgage has not been assigned to FIDELITY UNION LIFE INSURANCE COMPANY on or before April 1, 1977, the whole of the principal and interest shall become due and payable at the option of the Mortgagee.

28. Mortgagor shall not make or suffer any transfer or conveyance of all or any part of the property without the prior written consent of the Mortgagee, and all information requested by the Mortgagee to consider the terms and conditions of such transfer will be furnished by the borrower. In the event of any such transfer or conveyance, the Note secured hereby shall, at the option of Mortgagee, become due and payable upon delivery of written notice to Mortgagor.

29. If the above described Note and this Mortgage securing same are assigned to Fidelity Union Life Insurance Company, said Assignee agrees that, in the event of default and foreclosure of the lien created by this Mortgage, it will not hold Mortgagor liable for any monetary or deficiency judgment; provided, however, that said Assignee shall have all the rights, powers and actions against Mortgagor and any subsequent owner of the herein described mortgaged property to the extent necessary to subject to the satisfaction of the above described Note the mortgaged property, it being expressly provided that nothing herein shall operate to impair the validity, priority and enforceability of this mortgage lien existing in favor of said Assignee.

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