

security held by the holder of such lien or encumbrance.

27. Mortgagor shall advise mortgagee in writing within five (5) days after the service on him of any summons or other process or notice issued in any action, suit, proceeding, or matter affecting, or in which any judgment, decree, order, or determination may affect or result in any lien or charge on, the mortgaged premises.

28. If any action or proceedings be commenced, except an action to foreclose this mortgage or to collect the debt secured thereby, in which it becomes necessary to defend or assert the lien of this mortgage, whether or not mortgagee is made or becomes a party to such action or proceeding, all expenses of mortgagee incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by mortgagor. If not so paid promptly on request, such expenses shall be added to the debt secured hereby and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this mortgage and to be prior and paramount to any right, title, interest, or claim to or on the premises accruing or attaching subsequent to the lien of this mortgage, and shall bear interest at the rate provided for the obligation secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law respecting the recovery of costs, disbursements, and allowances in foreclosure actions, except as hereinabove specifically modified.

29. This mortgage is made on the express condition that if either the principal or interest of the debt secured by any prior or subsequent mortgage is in default, or any of the conditions or covenants of the prior or subsequent mortgage are broken, the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of mortgagee, become immediately due and payable and this mortgage may be foreclosed at once.

30. This mortgage shall be construed in accordance with the laws of the State of South Carolina, and such laws shall govern the interpretation, construction and enforcement hereof. Wherever possible each provision of this mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this mortgage or portions thereof shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this mortgage.

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