

affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, of the note secured hereby or of any other agreement by the Mortgagor in connection therewith, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, of the note secured hereby, or of any other agreement by the Mortgagor in connection therewith, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises 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 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 the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

Mortgagor covenants and agrees that any default by the mortgagor in any of: (a) the terms and conditions of that certain mortgage from the mortgagor to First National Bank of South Carolina, dated November 24, 1976, in the original amount of \$1,045,500.00, recorded in the RMC Office for Greenville County, South Carolina in R.E.M. Book 1383, Page 875; (b) or the terms and conditions of any other document or agreement made or given in connection with the loan secured hereby shall also constitute an act of default under the within Mortgage entitling the Mortgagee to all rights and remedies allowed hereunder; and (c) the covenants and obligations to be performed by Mortgagor as Landlord under those certain leases between Mortgagor, as Landlord, and Frank Stiles d/b/a Yankee Clipper, Michael Driscoll and Radio Shack Tandy Corp., as Tenants, dated May 3, 1977, April 25, 1977 and May, , 1977, respectively.

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