

agreement, assignment of rents, assignment of leases or any other document which conveys any portion of the premises described herein, shall be included within the prohibitions set forth in this paragraph), and all information requested by the mortgagee to consider the terms and conditions of such transfer shall be furnished by the mortgagor. If the mortgagor is at any time during the term of this mortgage an artificial person (i.e., a corporation, partnership, trust, etc.), then no transfer of all or any interest in such person may occur without mortgagee's prior written consent.

26. If the property described herein is ever designated as part of a flood plain area or any other designation which would make such property subject to the Federal Flood Insurance Act of 1968, as amended heretofore or hereafter, or any similar law, then Mortgagor agrees to do everything within its power to comply with the requirements of said law (including all regulations and other requirements applicable thereto) in order that flood insurance will be available to said Mortgagor. Thereafter, Mortgagor agrees to obtain for the benefit of Mortgagee an insurance policy satisfactory to Mortgagee in all respects (including amounts, insurer, form and otherwise), to deliver such policy to Mortgagee as soon as possible, to pay all expenses in connection therewith and to maintain such insurance in full force and effect at all times at Mortgagor's expense.

27. Mortgagor hereby agrees to also assign to Mortgagee, at any time hereafter upon request of Mortgagee, any leases specified by Mortgagee in such request which affect all or any part of the herein-described property. Such assignments shall be executed promptly, shall be in such form as Mortgagee shall require and shall be recorded at the expense of Mortgagor. Further, if any lease which is assigned to Mortgagee 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 Mortgagee'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 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 now 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 now permitted by law, will include a premium for such prepayment of seven (7%) percent of the then principal balance.

29. Upon assignment of this mortgage and the note secured hereby to The Life Insurance Company of Virginia, this mortgage and the note secured hereby shall be of equal priority with that certain mortgage between Westside City, Inc. and Southern Bank and Trust Company (assigned to and now owned by The Life Insurance Company of Virginia) dated December 27, 1973, of record in the R.M.C. Office of the County of Greenville, State of South Carolina, in Mortgage Book 1298, Page 507, and the note in the original amount of \$2,125,000.00, secured thereby (said mortgage and note having been modified by Agreement dated March 31, 1975) so long as both of said notes are owned and held by The Life Insurance Company of Virginia.

So long as both of said notes are owned and held by The Life Insurance Company of Virginia, default under the terms and conditions of said \$2,125,000 note or the mortgage securing same, or default under the terms and conditions of this mortgage,