- 3. The Grantor will keep the premises in good order, repair and condition, reasonable wear and tear excepted; and it will not commit or permit any waste. The Beneficiary shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents. Grantor shall first obtain the written consent of Beneficiary before (i) removing or demolishing any building now or hereafter erected on the premises or (ii) altering the arrangement, design or structural character thereof. Grantor shall not permit nor perform any act which would materially impair the value or increase the risk of fire or other hazard to the premises. Nor shall Grantor remove any fixture located thereon without prior written consent of Beneficiary. Grantor shall give notice in writing to Beneficiary of any loss or damage to the premises caused by any casualty.
- 4. The Grantor will promptly comply with any applicable legal requirements of the State of South Carolina or any other governmental entity, agency or instrumentality relating to the use or condition of the premises.
- The Beneficiary shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the Note secured hereby, to the appointment of a receiver to take possession of the premises and to collect the rents and profits from the premises without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing; and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness secured hereby; and the Beneficiary, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver is appointed, or if there is a sale of the premises, as herein provided, the Grantor, or any person in possession of all or part of the premises thereunder, as tenant (except a tenant under a lease that is superior to the lien of this Mortgage) or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary or other lawful remedy.

The Grantor will pay to the Beneficiary upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this paragraph 5 and all such expenses shall be secured by this Mortgage.

6. No delay or the forbearance by the Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative. In case the Beneficiary voluntarily or otherwise shall become a party to any suit or legal proceedings or dispute of any kind to protect the premises or to protect the lien of this Mortgage, or the interest created herein, including without limitation any suit to enforce or foreclose this Mortgage and any condemnation action involving the premises, the Beneficiary shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorneys' fees incurred in any such suit or proceedings, and the same shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt.

NATURE STATES