**9. Remedies.** Upon the occurrence of a Default as hereinabove defined Mortgagee may, at its sole option, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the election of Mortgagee, a separate action may be brought to collect any sum or sums due hereunder, or to foreclose this Mortgage, or to take possession of the Property, and to sell the same pursuant to applicable law, or any combination of such remedies, or any other remedy or remedies permitted by law. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, and all of all rights and remedies may be exercised by Mortgagee in the alternative or cumulative, in any order, without being deemed to have waived any right or remedy previously or not yet exercised.

**10. Appointment of Receiver.** Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including but not limited to the execution, cancellation or modification of leases, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property, and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance monies to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. The entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any Default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

**11. Waiver by Mortgagee.** Mortgagee may, at the sole discretion of Mortgagee, from time to time, waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any other right or remedy provided herein or by law, nor be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

**12. Waiver by Mortgagor.** Mortgagor understands that upon default hereunder, among other remedies set out herein and in the above referenced Promissory Note, the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (1976). Mortgagor hereby expressly waives and renounces any and all rights and benefits Mortgagor may have under Section 29-3-690, through Section 29-3-760, South Carolina Code of Laws (1976), as amended, and understands and agrees that a deficiency judgment pursued by Mortgagor shall be determined to be the difference between the judicial sale price of the property.

**13. Notices.** Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered when mailed postage prepaid by the party to whom directed at the last address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

**14. Miscellaneous.**

a. It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing, resulting from advances and readvances made by Mortgagee to Mortgagor, regardless of whether such advances and readvances shall be at the option of the Mortgagee or otherwise, will be secured by this Mortgage up to the maximum principal amount hereinabove set forth, plus interest thereon, court costs and attorneys' fees, as provided herein, and shall have lien priority as set forth herein.

b. The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or assign of Mortgagee may enforce such rights and exercise such remedies and other indebtedness of Mortgagor to such successor or assign, as the Mortgagee herein could.

c. [illegible]

d. [illegible]

e. [illegible]

f. [illegible]

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMPS
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WITNESS the [illegible]

Katherine H. Leventis

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