

and air conditioning equipment and/or apparatus and other personal property used in the maintenance and operation of the premises, and all renewals or replacements thereof or articles in substitution thereof, all of which shall be deemed realty and conveyed by this mortgage; all right, title and interest of the Mortgagor in and to the trade name "Wade Hampton Mall"; and all rents, profits, issues and revenues of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder. In the event of default hereunder, the Mortgagee is hereby authorized to give notice to the tenant or tenants in said premises, and, thereafter said tenant or tenants shall pay said rents to the Mortgagee until notified in writing by the Mortgagee that payments to the Mortgagor may be resumed.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors and assigns forever.

And the Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except for any as may be applicable to the premises at the time of delivery of this mortgage, but no others. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then, subject only to any notice provisions set forth herein or in the note secured hereby, the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interest to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then in any said events the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the premises until a Default as herein defined has occurred.

And the Mortgagor does hereby further covenant and agree with the Mortgagee as follows:

ARTICLE I.

First: PAYMENT OF INDEBTEDNESS. The Mortgagor will pay the note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due.

Second: TAXES, LIENS AND OTHER CHARGES.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws