

notice of the condemnation of the whole or any portion of the mortgaged premises, (c) actual knowledge of the fire or other casualty loss of the whole or any portion of the mortgaged premises, and (d) receipt of written notice or actual knowledge of the filing of any judgment, mortgage, mechanic's lien or materialman's lien, attachment or any other lien or charge against the interest of the Mortgagor in the demised premises. If the Mortgagor receives written notice of any of the above event or events relating to the mortgaged premises, Mortgagor shall immediately cause a copy of said notice to be sent by certified United States Mail to the Mortgagee.

19. That until the entire indebtedness secured hereby is paid in full, the application of any insurance proceeds, condemnation proceeds or award or any part thereof to the reduction of said indebtedness, as hereinbefore provided, shall be in inverse order of its maturity, and shall not abridge or postpone the obligation of the Mortgagor to make the regular payments set out in the note evidencing the principal indebtedness secured hereby.

20. The Mortgagor shall, upon request by the Mortgagee, execute and deliver any such instrument which the Mortgagee deems useful, desired or required to permit the Mortgagee to cure any default under the terms of any Lease or to maintain, preserve and keep intact all leases of the Mortgagor in the premises.

21. That if the Mortgagor shall become a party to any suit at law or in equity or any administrative proceedings in reference to the interest of the Mortgagor in the premises described herein, and if the Mortgagee deems it necessary or desirable to take any action, either out of court or by suit, or to intervene in any pending suit or proceedings, in order to defend or uphold the security of this instrument, including, but not limited to, eminent domain proceedings, the costs and expenses thereof, including a reasonable attorney's fee, shall be paid by the Mortgagor and in default of such payment by Mortgagor shall be added to the indebtedness secured hereby and collectible as a part thereof.

22. That certain instruments known as the Assignment of Leases, of even date herewith and recorded on the same date as this instrument, relating to the real estate above described, given by the Mortgagor to the Mortgagee, are incorporated herein by reference and made a part hereof as though fully set forth, and a default in any of the terms and conditions of said instrument by Mortgagor shall automatically constitute a default under the terms and conditions of this mortgage and the note which it secures.

23. That the Mortgagor shall execute and furnish to the Mortgagee a Security Agreement, Financing Statements, continuation statements and other such documents as Mortgagee may from time to time require in order to provide and maintain for the benefit of Mortgagee a prior, perfected security interest covering all chattels and equipment located and used or usable in connection with the above described property (except such items as may be the property of Lessees occupying any portion of the property under a Lease approved by the Mortgagee) in compliance with and in order to obtain the benefit of the Uniform Commercial Code as adopted in the State of South Carolina.

24. That Mortgagor further covenants and agrees to promptly and fully comply with all the terms and conditions of that certain commitment letter issued by Mortgagee, dated July 9th, 1979, and that certain Building Loan Agreement given by Mortgagor to Mortgagee, of even date herewith, as amended, or waived by Mortgagee and in the event all of the conditions set out in said commitment letter and building loan agreement are not complied with on or before one hundred twenty days from the date of this mortgage instrument, the Mortgagee shall have the right to declare the entire amount then owing under said note, including both principal and interest, immediately due and payable without notice.

25. In addition to its other rights hereunder, the Mortgagee, at all times, shall have the right (but shall not be required) to cure on behalf of the Mortgagor any default under the terms of any Lease, which in the sole

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