

if any modification or amendment to any Mortgage specifically consented to in this Mortgage is executed by Mortgagor either of such events shall constitute an event of default hereunder.

ARTICLE 22. Mortgagor shall not execute or otherwise agree to any declaration, by-laws, administrative rules or regulations, covenants, conditions or restrictions pursuant to any law providing for the subdivision of property into condominium units or horizontal property regimes without the prior written approval of said documents by Mortgagee.

ARTICLE 23. The right is hereby given to the Mortgagor and reserved by the Mortgagee to make partial release or releases of security hereunder, agreeable to the Mortgagee, without notice to, or the consent, approval or agreement of others in interest, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the security remaining, nor release the personal liability of the Mortgagor or any Guarantors for the debt hereby secured.

ARTICLE 24. If the indebtedness secured hereby is now or hereafter further secured by security agreements, chattel mortgages, real estate mortgages, pledges, contracts of guaranty, assignments of leases, assignments of life insurance policies, or other securities, the Mortgagee may at its option exhaust any one or more of said securities, and the security hereunder either concurrently or independently, and in such order as it may determine.

ARTICLE 25. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all that property (and the proceeds thereof) included in the premises which might otherwise be deemed "personal property". Mortgagor shall execute, deliver, file and refile any such financing statements, continuation statements, or other security agreements as Mortgagee may require from time to time, to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee and Mortgagee's successors in interest as attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor.

ARTICLE 26. It is agreed that the Mortgagor shall hold and enjoy the Premises above conveyed until there is a default under this mortgage or in the Note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, and of the Note secured hereby, including notes evidencing advances made subsequent to the signing of these presents, and shall well and truly pay to the mortgagee all monies owed to Mortgagee, including any advances made subsequent to the signing of these presents, then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

ARTICLE 27. The Mortgagee hereby waives to the extent allowed by law any and all rights to request or require an appraisal under the provisions of S.C. Code Ann., §29-3-680 through §29-3-790 (1976), of the real property subject to the lien hereof.

ARTICLE 28. In the event of the passage after the date of this instrument of any law of the State of South Carolina deducting from the value of the land for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of Mortgagee, shall immediately become due, payable and collectible without notice to any party. *Ab*