

(g) If there be any default in the First Note, the First Mortgage or any other lien against all or any portion of the Properties, superior to the lien hereof.

(h) So long as the indebtedness secured by the Mortgage remains outstanding, if the Mortgagor shall sell, convey or transfer, or contract to sell, convey or transfer, all or any portion of the Properties without the prior written consent of the Noteholder. NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

3. Remedies of the Noteholder Upon an Event of Default.

Upon the occurrence of one or more of the Events of Default, the Noteholder may, at its option, by written notice to the Mortgagor as required by applicable law, declare the entire balance then unpaid on the Note to be then immediately due and payable, in which event the same shall forthwith mature and become immediately due and payable, together with accrued interest thereon, without presentment, demand or protest, or notice of such presentment, demand or protest, all of which are hereby waived, and the Noteholder may, at its option, exercise one or more of the following remedies. Such notice shall provide that Mortgagor shall have at least thirty (30) days from the date such notice is mailed to pay the balance then due. Failure or delay by the Noteholder to exercise any one or more of such remedies pursuant to an Event of Default shall not be deemed a waiver of its right to do so or be a waiver of any such Event of Default.

(a) Foreclosure. Upon an Event of Default, subject to such notice as may be required by this Mortgage and applicable law, Noteholder at Noteholder's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may proceed with foreclosure of this Mortgage by judicial proceeding and sale of the Properties. Noteholder shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to reasonable attorney's fees and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

(b) Right to Enter and Take Possession. The Noteholder shall have the right to enter the Real Estate and take possession thereof in its name (or in the name of a receiver), and the Mortgagor agrees to surrender the Real Estate to the Noteholder promptly upon demand therefrom. The Noteholder may enter and take possession of the Real Estate; may perform any one or more of the covenants, agreements, terms and conditions hereunder and under the Note which the Noteholder deems proper to protect the lien hereof; may manage and operate the Real Estate or any part thereof itself or through agents appointed by it; may make repairs and alterations, and do any acts which it reasonably deems proper to protect the Real Estate; and may sue for or otherwise collect all rents, issues, profits, revenues, royalties, rights of contract and otherwise from the Real Estate and Leases, including those past due and unpaid, deduct from such income from the Real Estate and the Leases all costs of entry, of collection, of administration and reasonable management and reasonable counsel fees, and apply the remainder, if any, first to the payment of interest on the Note and then to the payment of principal on the Note. Such exercise by the Noteholder of the remedy provided for hereunder shall not affect its right to maintain and continue any action theretofore instituted, or to bring any action thereafter, to enforce the payment of the Note. All costs incurred in the exercise of the remedy provided in this subparagraph 3(b) shall be secured by this Mortgage and shall be paid, together with interest at the same rate as set forth in the Note, by the Mortgagor to the Noteholder upon demand therefor. In no event shall the Noteholder in the exercise of the remedy provided in this subparagraph 3(b) be deemed a mortgagee in possession, and the Noteholder shall not in any way be made liable for any act either of commission or omission in connection with the exercise of this remedy.

(c) Additional Remedies. The Noteholder may exercise any and all other rights and remedies against the Mortgagor and the Properties as are permitted under the laws of the State of South Carolina.

4. Additional Instruments.

At any time and from time to time, upon the written demand of the Noteholder, the Mortgagor shall execute and file financing statements in quantities, form and substance satisfactory to the Noteholder and in compliance with the provisions of Title 36-9-101 *et seq.* of the Code of South Carolina, as amended, or any successor provision of law, and, further, upon the written demand of the Noteholder, shall execute and file in a timely fashion all continuation statements to such financing statements as may be necessary to protect and preserve the security interest created hereby, which continuation statements shall be in quantities, form and substance satisfactory to the Noteholder and in compliance with the aforesaid provisions of the Code of South Carolina, as amended.

5. Cumulative Rights and Remedies.

No remedy conferred upon or given to the Noteholder hereunder or under the Note is intended to be exclusive or any other remedy herein or by law provided, but each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to the Noteholder may be exercised from time to time and as often as may be deemed expedient by the Noteholder. The acceptance of this Mortgage and the exercise of any remedy herein conferred shall not in any manner affect the right of the Noteholder to realize upon or enforce any other security now or hereafter held by it as security for the obligation secured hereby.

6. Prepayment.

The Mortgagor shall have the right to anticipate payment of this debt in whole or in part at any time and shall receive a rebate for any unearned interest, which rebate shall be computed in accordance with the Actuarial Method.

7. Successors and Assigns.

All rights and liabilities herein given to or imposed upon the parties hereto shall extend to and bind their successor and assigns.

8. Borrower Not Released.

Extension of the time for payment for modification of amortization of the sums secured by this Mortgage granted by Noteholder to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Noteholder shall not be required to commence proceedings against such successor refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by original Mortgagor and Mortgagor's successors in interest.

10976

4328 RV-2