

In the event of any default under this mortgage, the Mortgagor shall, upon demand therefor by the Mortgagee, deliver and surrender possession of the Premises to the Mortgagee, who shall have the power, either directly or through a rental agent selected by Mortgagee, to operate, maintain, improve (for the purpose of facilitating leasing) and repair the Premises. Mortgagee or its agent may rent or lease the Premises or any portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and otherwise exercise any and all rights of Mortgagor with respect to any tenant, occupier or trespasser and to pay taxes, insurance premiums and all expenses of the Premises. Out of the rents and income thus received, Mortgagee shall apply the net proceeds of such rent and income, after payment of all costs and expenses of Mortgagee, toward payment of the Debt or any deficiency after sale, in such order as Mortgagee shall determine in its sole discretion.

The rights and powers of Mortgagee under this section 17 shall continue and remain in full force and effect until all amounts secured hereby, including any deficiency resulting from foreclosure sale, are paid in full, and shall continue after commencement of foreclosure and after foreclosure sale and until expiration of the applicable period for redemption, notwithstanding sale of the Premises to a purchaser other than Mortgagee. Mortgagee shall not be liable to Mortgagor or anyone claiming under or through Mortgagor by reason of any act or omission of Mortgagee hereunder. The collection of rents by the Mortgagee shall in no way waive the right of the Mortgagee to foreclose this mortgage in the event of any default or defaults.

18. This mortgage, together with all other instruments evidencing the Debt or any part thereof, shall be governed by and construed in accordance with the laws of the States of Michigan and South Carolina and Mortgagor agrees that the sole and exclusive forum for the determination of any action relating to the validity and enforceability thereof shall be either an appropriate court of the State of South Carolina or that court of the United States which includes within its territorial jurisdiction the State of South Carolina. Unenforceability for any reason of any provision of this mortgage shall not limit or impair the operation and validity of any other provision or provisions hereof. In the event a court of competent jurisdiction should declare that Mortgagor's obligation to pay interest on the principal balance of the Debt or other obligations secured hereby is at a rate which could subject the Mortgagee to either civil or criminal liability as a result of being in excess of the maximum interest rate which the undersigned is permitted by law to contract or agree to pay, giving due consideration to the contract or agreement to pay, and giving due consideration to the execution date of this mortgage, then, in that event, the rate of interest applicable thereto shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not of interest.