

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Acceleration: Remedies 25. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage. Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

Assignment of Rents; Appointment of Receiver 26. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Mortgage in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Borrower. Borrower agrees that each tenant of the Property shall pay such rents to Lender or Lender's agents on Lender's written demand therefor without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instruments which would prevent Lender from exercising his rights under this paragraph 26, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents.

Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation

and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph 26.

If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Mortgage. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

The entering upon and taking and maintaining of control of the Property by Lender or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender hereunder. Upon release of this Mortgage, this assignment of rents of the Property shall terminate.

Release 27. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage.

Waiver of Homestead 28. Borrower hereby waives all right of homestead exemption in the Property.

29. See below

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

Signed, sealed and delivered in the presence of:

James C. Blakely, Jr. (Signature)

WILDAIRE-MERRY OAKS PARTNERSHIP, a General Partnership
By: WILDAIRE-MERRY OAKS INVESTMENTS, INC. (Seal) (Managing Partner)
By: James E. Jones, Jr. (Seal) Its President
Dan Jaynes (Seal) Its Secretary

c/o P. O. Box 5757, Sta. B
Greenville, SC 29606
Borrower's Address

CORPORATE ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA, GREENVILLE County ss:
Before me personally appeared Jan M. Wylie, who made oath that he saw James E. Jones, Jr., president, and Dan Joyner, secretary, of Wildaire-Merry Oaks Investments, Inc., Managing Partner of Wildaire/XXXXXXXXXXXXXXXXXXXX, sign, seal and deliver the within written Mortgage as the act and deed of said corporation; and that he with James C. Blakely, Jr. witnessed the execution thereof.

Sworn before me this day of 19...
James C. Blakely, Jr. (Seal) Notary Public for South Carolina

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