

sales in the manner provided by the Uniform Commercial Code of South Carolina; and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Premises are sold or the debt secured hereby is paid in full.

18. Within ten (10) days after request in person, or within fifteen (15) days after request by mail, Mortgagor will furnish a written statement, duly sworn, of the amount secured by this mortgage and stating whether, to the best of Mortgagor's knowledge and belief, any offsets or defenses exist with respect to such amount. Within 10 days after request in person, or within 15 days after request by mail, Mortgagee will furnish a written statement, duly sworn, of the amount secured by this mortgage and stating whether, to the best of Mortgagee's knowledge and belief, any defaults exist hereunder or under the Note.

19. Notwithstanding any provision of the Note, this mortgage or any other instrument evidencing, securing or in any manner relating to the indebtedness hereby secured, in no event shall interest be payable in excess of the maximum amount which may be contracted for under applicable law, and any such excess amounts received by Mortgagee shall be first applied to the unpaid principal of all indebtedness hereby secured and any expenses of Mortgagee coming due under this mortgage, the Note or any such other instrument, and any balance shall be refunded to Mortgagor.

20. Each of the rights of Mortgagee under this mortgage or the Note is separate and distinct from and cumulative to all other rights herein and therein granted, and all other rights which Mortgagee may have in law or equity, and no such right shall be in exclusion of any other. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof upon the occurrence of an event of default. No failure by Mortgagee to insist upon the strict performance by Mortgagor of each and every covenant and agreement of Mortgagor under the Note or this mortgage shall constitute a waiver of any such covenant or agreement, and no waiver by Mortgagee of any event of default shall constitute a waiver of or consent to any subsequent event of default. No failure of Mortgagee to exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Mortgagee before or after the exercise of such option, nor any withdrawal or abandonment by Mortgagee of any exercise of the power of sale herein granted or any of its rights under such power, shall be construed as a waiver of any option, power or right of Mortgagee hereunder.

21. If all or part of the Premises, or any interest in owner thereof, is sold, transferred or assigned without the prior written consent of Mortgagee, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage immediately due and payable; provided, however, if Mortgagor obtains the consent of the holder of the Prior Mortgage to such sale, transfer or assignment of the Premises, then Mortgagee shall not withhold consent to such transaction.

22. Mortgagor hereby waives and renounces all exemption rights provided for by the Constitution and the laws of the United States and the State of South Carolina, in and to the Premises as against the collection of the debt secured hereby or any part thereof.

23. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or in any manner relating to the