

(b) After giving notice and an opportunity to cure as described in paragraph 16(a) herein, apply any funds held by Mortgagee, paid by Mortgagor pursuant to paragraph 9 hereof, to the payment of the debt secured hereby in such manner as Mortgagee may elect.

(c) In the event of default, after notice and an opportunity to cure as described in paragraph 16(a) herein, Mortgagor expressly consents that a court of competent jurisdiction is authorized to appoint a receiver of the rents, incomes, issues and profits of or from the Premises, or of the Premises, or both, without further notice to Mortgagor. Mortgagee shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Premises as security for the debt secured hereby or the solvency of Mortgagor or any person or legal entity liable for the payment of all or any part of such debt.

17. In case of foreclosure under this mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Premises may be sold as an entirety or in one parcel or in separate parcels or portions in such manner or order as Mortgagee in its sole discretion may elect; and if Mortgagee so elects, it may sell the personal property covered by this mortgage at one or more separate 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