

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 First 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 debt secured hereby. The pronouns used herein shall include the masculine, feminine and neuter genders and the singular and plural forms where the context so requires. As used herein, the terms "Mortgagor" and "Mortgagee" shall include the named Mortgagor and the named Mortgagee and their respective heirs, legal representatives, successors, successors-in-title, and assigns.

24. At such time as the entire debt secured hereby has been paid in full and Mortgagor has fully performed all of the covenants, obligations and agreements of Mortgagor hereunder, this mortgage will be void and Mortgagee will cancel, discharge and release this lien in the manner provided by law.

25. This instrument is intended to constitute a security agreement and financing statement under Article 9 of the Uniform Commercial Code, and Mortgagor hereby gives and grants to the Mortgagee a security interest in all fixtures, machinery, and equipment and all personal property of every kind and character, including, without limitation, all furniture and furnishings and all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilation, cooling, irrigating, and power systems, machines, appliances and fixtures, whether detached, detachable or affixed or attached to the Property or improvements thereon, all proceeds thereof, if any, and all increases, substitutions, replacements, additions and accessions thereof, and thereto, now or hereafter pertaining to or used, or intended to be used, within or upon the Property.

26. Substitution or replacement of any fixtures or other personalty located upon the Property may be routinely made by Mortgagor with like items as necessitated by damage, deterioration or obsolescence; but without Mortgagee's prior written consent (which shall not be unreasonably withheld), no such substitution or replacement will be made so as to give rise to any lien or encumbrance which might be enforced against the same or any other property covered hereby.

27. In any suit instituted to enforce the liability of the Mortgagor for the indebtedness secured hereby, any judgment obtained shall be enforceable only against the Property conveyed hereby, including the assignment of rents contained herein, and any other property now or hereafter given or pledged as security