

becomes due, either as originally provided, or pursuant to any provision for demand or acceleration.

(b) If any warranty of Mortgagor contained herein or any representation or warranty otherwise made by Mortgagor to Mortgagee proves to be untrue in any material respect, when made or deemed made.

(c) If Mortgagor or any general partner of Mortgagor or any guarantor breaches any covenant or condition contained herein, in the Note, or in any of the other Loan Documents, and binding upon such party.

(d) If any suit, administrative proceeding or lien claim of the character described in paragraph (k) of Section 3.3 hereof is filed, and Mortgagor fails to provide a bond for the protection of Mortgagee as provided in said Section.

(e) If any event occurs which constitutes an event of default under the Loan Agreement or under any of the other Loan Documents.

4.2 Acceleration. At any time when any Event of Default is continuing hereunder, Mortgagee may, without any prior notice to Mortgagor, any guarantor or any other person, and without making any demand upon Mortgagor, any guarantor or any other person to cure such default, all rights to any such prior notice or demand being hereby expressly waived, declare the entire amount of the Secured Indebtedness, including all interest accrued thereon, to be immediately due and payable. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy provided in this instrument.

4.3 Remedies When Secured Indebtedness Due and Unpaid. When any event of default is continuing hereunder and any amount of the Secured Indebtedness is due, by reason of acceleration or otherwise, and is unpaid, Mortgagee may take any one or more of the following actions:

(a) File and prosecute suit against Mortgagor and/or any other person liable therefor to collect any balance of the Secured Indebtedness due and unpaid.

(b) Enforce the lien of the Mortgage by foreclosure and sale of the Mortgaged Property by any means or procedure authorized by the laws of South Carolina.

(c) File and prosecute suit for appointment of a receiver pursuant to Section 4.5.

(d) Proceed with non-judicial foreclosure upon any part of the Mortgaged Property which is personal property by any means authorized by the South Carolina Uniform Commercial Code. It is hereby agreed with respect to the sale of any portion of such personal property as to which a notice of the time and place of any public sale or of the time after which any private sale will be made, is required, that ten (10) days' notice thereof shall constitute reasonable notice.

(e) Proceed with any other remedy for the collection of the amount due of Secured Indebtedness, or for the enforcement of any lien given to secure the same, which may be provided in any of the other Loan Documents or any other agreement between Mortgagor and Mortgagee, or between Mortgagee and any third party, or by law or equity.

Each of the foregoing remedies shall be cumulative of all the others, and no resort to any one remedy shall preclude simultaneous or subsequent pursuit of any other remedy until Mortgagee has obtained full satisfaction, nor shall any resort to any remedy exhaust the same or preclude Mortgagee

9.9.4

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