premises, and (d) receipt of written notice or actual knowledge of the filing of any judgment, mortgage, mechanic's lien or materialman's lien, attachment or any other lien or charge against the interest of the Mortgagor in the demised premises. If the Mortgagor receives written notice of any of the above event or events relating to the mortgaged premises, Mortgagor shall immediately cause a copy of said notice to be sent by certified United States Mail to the Mortgagee.

17. That until the entire indebtedness secured hereby is paid in full, the application of any insurance proceeds, condemnation proceeds or award or any part thereof to the reduction of said indebtedness, as hereinbefore provided, shall be in inverse order of its maturity, and shall not abridge or postpone the obligation of the Mortgagor to make the regular payments set out in the note evidencing the principal indebtedness secured hereby.

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- 18. The Mortgagor shall, upon request by the Mortgagee, execute and deliver any such instrument which the Mortgagee deems useful, desired or required to permit the Mortgagee to cure any default under the terms of any Lease or to maintain, preserve and keep intact all leases in the premises to which Mortgagor is a party, either as Lessor or Lessee.
- 19. That if the Mortgagor shall become a party to any suit at law or in equity or any administrative proceedings in reference to the interest of the Mortgagor in the premises described herein, and if the Mortgagee deems it necessary or desirable to take any action, either out of court or by suit, or to intervene in any pending suit or proceedings, in order to defend or uphold the security of this instrument, including, but not limited to, eminent domain proceedings, the costs and expenses thereof, including a reasonable attorney's fee, shall be paid by the Mortgagor and in default of such payment by Mortgagor shall be added to the indebtedness secured hereby and collectible as a part thereof.
- 20. That the Mortgagor shall upon request of Mortgagee execute and furnish to the Mortgagee such Financing Statements, continuation statements and other such documents as Mortgagee may from time to time require in order to provide and maintain for the benefit of Mortgagee a prior, perfected security interest covering all chattels and equipment located and used or usable in connection with the above described property (except such items as may be the property of Lessees occupying any portion of the property under a Lease approved by the Mortgagee) in compliance with and in order to obtain the benefit of the Uniform Commercial Code as adopted in the State of South Carolina, and this instrument shall be construed for such purposes as a Security Agreement covering such chattels and personal property.
- 21. The Mortgagor does hereby further setover, assign and transfer unto the Mortgagee all its right, title and interest in and the leases described above and which are dated respectively April 2, 1979 and May 1, 1980, which appear of record in the RMC Office for Greenville County, S. C., in Deed Book 1125, page 915 and in Deed Book 1125, page 924, conditioned upon a default in the terms and conditions of the above mentioned notes or the mortgage which secures said notes. A default in the terms and conditions of said Ground Leases recorded aforesaid shall be and become a default in the terms and conditions of the within mortgage and the notes which this mortgage secures. The Mortgagee shall have the right to cure any defaults under said Ground Leases through the advancement of sums to cure said defaults or otherwise, which may, at the option of the Mortgagee, be added to the indebtedness due on said notes and secured by this mortgage with interest from the date of advancement and any costs incurred by the Mortgagee in curing such default or defaults. This instrument shall be construed as a conditional assignment of said Ground Leases according to the terms hereof. The right to cure defaults in the Ground Leases the subject of this paragraph shall be in addition to the rights of the Mortgagee to cure defaults in any tenant leases located on the property the subject of such Ground Leases elsewhere provided in this mortgage.
- 22. In addition to its other rights hereunder, the Mortgagee, at all times, shall have the right (but shall not be required) to cure on behalf of the Mortgagor any default under the terms of any Lease, which in the sole discretion of the Mortgagee would or could impair the Mortgagee's security hereunder, and to add all costs and expenses thereof to the indebtedness