

and all money becoming payable thereunder and to apply same toward the payment of the indebtedness hereby secured, unless the same is otherwise paid.

That in the event of failure of Mortgagor to pay all of the aforesaid insurance premiums, as hereinabove provided, Mortgagee shall have the option to advance the necessary funds to pay said insurance premiums, and all amounts so expended by Mortgagee for insurance premiums, as herein provided, shall be charged hereunder as principal money secured by this Mortgage and shall bear interest at the same rate as the principal indebtedness secured hereby, payable upon demand or otherwise as Mortgagee may determine. After any such advances are made, Mortgagee may apply any funds received hereunder to principal, advances or interest as Mortgagee may determine and Mortgagee will not be held to have waived any rights accruing to Mortgagee by the payment of any sum hereunder and particularly the right to declare this Mortgage in default by the reason of failure of performance of this condition or the non-payment of the indebtedness secured.

4. REPAIRS--To keep all buildings and improvements now or hereafter situate upon the premises in good order and repair, to comply with all governmental requirements respecting the premises or their use, and to neither commit nor permit any waste, or, except as provided in plans and/or specifications previously approved by Mortgagee, alter, add to or remove any of said buildings or improvements without the written consent of Mortgagee.

5. TITLE DEFECTS--To pay to Mortgagee any and all sums, including costs, expenses, and reasonable attorneys' fees, which Mortgagee may incur or expend in any proceeding, legal or otherwise, which Mortgagee shall deem necessary to sustain the lien of this Mortgage or its priority.

6. ACCELERATION--That in the event (a) Mortgagor shall default in any respect in the performance of any one or more covenants, conditions, or agreements specified herein, or in a Mortgage of even date herewith covering property in Richland County, South Carolina also securing the Note; or (b) Mortgagor shall default in the performance of any covenant, condition or obligation under the Agreement or the documents or collateral given as security for same; or, (c) for any reason Mortgagor's covenant to pay all taxes specified above shall be or become legally inoperative or unenforceable in any particular; or, (d) for any reason Mortgagor shall fail to provide and maintain the necessary insurance as hereinabove required; or, (e) any lien, charge, or encumbrance prior to or affecting the validity of this Mortgage be found to exist, or proceedings be instituted to enforce any lien, charge or encumbrance against any of said premises; or, (f) the removal or