

foreclosure of this Mortgage, may apply ex parte for and as a matter of right be entitled to the appointment of a receiver of the rents and emoluments of the premises, without notice, and without reference to the value of the premises or the solvency of any persons or entities liable hereunder.

10. PRIOR ENCUMBRANCES--This Mortgage is made on the express condition that if the principal or interest of the debt secured by any prior mortgage or any lease on the same premises is in default or any of the conditions or covenants of the said prior mortgage or lease are broken and the note secured thereby or the lease is in default, the whole sum of the principal and interest of the debt evidenced by the Note secured by this Mortgage shall, at the option of the holder of the Note secured by this Mortgage, become due and payable immediately and this Mortgage may be foreclosed at once.

11. DUE ON SALE--Subject to Paragraph 6(h), in the event Mortgagor conveys or attempts to convey to any other party a security interest in said premises, or any part thereof, without the written consent of the Mortgagee, or in the event Mortgagor shall sell or otherwise dispose of said premises, or any part thereof, without the written consent of the Mortgagee, the Mortgagee may, at its election, declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor hereby expressly waives), and upon such declaration the entire indebtedness hereby secured shall be immediately due and payable, anything herein or in said Note hereinabove referenced to the contrary notwithstanding.

12. TERMS--The term "Mortgagor" as used herein shall include, jointly and severally, all parties hereinbefore named as "Mortgagor," whether one or more and whether individual, corporate or otherwise, and their heirs, legal representatives and assigns, and any subsequent owners of the property hereby conveyed, and the term "Mortgagee" as used herein shall include any lawful owner or holder of the indebtedness secured hereby, whether one or more.

BUT IF DEFAULT shall occur in the payment of said indebtedness, interest or any part of either, or any note or bond given in renewal in whole or in part thereof, or of any taxes, charges, assessments or insurance premiums, as hereinabove provided, or by reason of the failure of Mortgagor to perform and observe each and every covenant, condition and agreement specified in this Mortgage, the Agreement, the Note, the Mortgage recorded in Richland County, South Carolina also securing the Note or the Security Agreement also securing said