- (v) The Mortgagor will not enter into any easement, restriction or other agreement affecting title to the Premises or any portion thereof, nor offer for dedication to any public authority any interest in or portion of the Land or building without first obtaining the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld.
- 2. Each of the following shall constitute an "Event of Default" under this Mortgage:
- (a) The failure to make a payment of (i) interest on the Note, or in the payment of any installment of principal on the Note, in either such case, when and as the same shall become due and payable or (ii) principal of the Note, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, in each case, as in the Note and this Mortgage provided.
- (b) The existence of any default under that certain Revolving Credit and Term Loan Agreement (the "Agreement") of even date herewith between the Mortgagee.
- (c) The failure of the Mortgagor to make any payment under this Mortgage when due.
- (d) The actual or threatened waste, removal or demolition of any building or other improvement on the Premises, except as heretofore permitted, or any assignment by the Mortgagor of the whole or any part of the rents, issues or profits arising from the Premises to any person without the prior written consent of the Mortgagee.
- (e) The failure to comply with any requirements or notice of violation of law or ordinance issued by any governmental authority claiming jurisdiction of the Premises within five (5) days notice therefor.
- (f) Refusal by two or more fire insurance companies lawfully doing business in the State of South Carolina to issue policies insuring the Premises as required hereunder.
- (g) The sale, transfer, conveyance, leasing, further mortgaging, pledging or hypothecation of any interest in the Premises or any part thereof in one or more transactions except to an affiliate and except leaseholds under space leases with bona fide lessees at fair market rentals which are subordinate to this Mortgage, and any breach of the provisions of paragraph 1(o). For the purposes of this paragraph (g) any sale, transfer or conveyance of a majority of the capital shares of the Mortgagor or other ownership interests in the Mortgagor (such as partnership interests) in one or more transactions shall be deemed to be a sale, transfer or conveyance of the Premises.
- (h) The admission (whether in writing or otherwise) by the Mortgagor of its inability to pay its or his debts generally as they become due.