

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.

16. 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.

17. 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.

18. 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.

19. 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 secured hereby; the Mortgagor further agrees to pay such sums to the Mortgagee immediately and without demand or notice, together with interest from the date or dates of each disbursements at the rate of 15 per cent per annum.

20. That the Mortgagee shall have the right to modify or extend the time for payment of the note which this mortgage is given to secure and the lien of this instrument shall remain in full force and effect and have priority over all third-party claims and subsequent lienholders.

21. The Mortgagor shall at all times during the term of this mortgage comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises and will not suffer or permit any violation thereof, including, but not limited to, all applicable zoning, building or other governmental laws and requirements. The Mortgagor shall obtain and at all times keep in full force and effect all governmental and municipal approvals as may be necessary to comply with all environmental, ecological, safety, licensing and other governmental requirements relating to the mortgaged premises and the occupancy thereof as such requirements may exist from time to time during the term hereof. If the indebtedness secured hereby is now or hereafter further secured by security agreements, pledges, contracts of guaranty, assignments of leases or rentals or other security, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

22. It is further covenanted and agreed that all installments of principal and interest are payable in lawful money of the United States of America, and all sums in default hereunder shall bear interest from the date of default at the rate of 15 per cent per annum.

23. The filing of any petition by the Mortgagor under the National Bankruptcy Act or any state insolvency law or the impairment, limita-

