

immediately due, payable and collectible, and thereupon Mortgagee may institute foreclosure proceedings under the appropriate law. It is agreed that if any legal proceedings are instituted for the foreclosure of this mortgage, or if Mortgagee should become a party to any suit involving this mortgage or the title to the Premises, all costs and expenses incurred by Mortgagee, including a reasonable fee for Mortgagee's attorney, shall thereupon become due and payable immediately, as a part of the debt secured hereby and may be secured and recovered hereunder.

ARTICLE 11. The Secured Indebtedness is further secured by six (6) other mortgages and assignments of rents and leases given by Mortgagor to Mortgagee and others of even date herewith covering other real and personal property located in the State of South Carolina, as described on Exhibit "C" herein (hereinafter called "Other Security Instruments"). Any event of default under this mortgage or the assignment of rents and leases given as further security for the Note shall be deemed to be an event of default under any or all of said Other Security Instruments and all or any of the South Carolina Purchase Agreements, at Mortgagee's option, and any event of default under any or all of said Other Security Instruments and/or South Carolina Purchase Agreement shall be deemed to be an event of default under this mortgage or the assignment of rents and leases given as further security for the Note, at Mortgagee's option, until the principal and interest payments due under paragraph 1 of all of the notes secured by said Other Security Instruments on March 1, 1985, have been paid in full. Any such event of default shall entitle Mortgagee, at its option, to exercise all remedies for such event of default provided under any or all of said Other Security Instruments as well as this mortgage.

ARTICLE 12. This is a purchase money mortgage given to secure a portion of the purchase price of the Premises this day conveyed by Mortgagee to Mortgagor. The indebtedness secured hereby wraps around and includes the \$707,822.90 indebtedness secured by one (1) or more first mortgage(s) more fully described in Exhibit "B" attached hereto and made a part hereof (herein collectively called "First Mortgage").

ARTICLE 13. Mortgagee, by acceptance of this Mortgage, agrees (solely for the benefit of Mortgagor and of no other party) that, so long as no default exists in the payment of any payment of principal or interest required to be made by Mortgagor under the Note, Mortgagee will make all payments of principal and interest due under any promissory note secured by the First Mortgage, as and when due, and will promptly provide Mortgagor with a copy of the check by which any such payment is made. If Mortgagee fails to make any such payment, and no such default under the Note exists, Mortgagor may make such payment directly to the holder of the First Mortgage and may withhold the amount so directly paid from the next payment or payments of interest and/or principal due under the Note.

ARTICLE 14. Except as permitted by Paragraph 5 of the Note in connection with prepayment, Mortgagor and Mortgagee each covenants that it will not enter into any agreement with the holder of the First Mortgage modifying or amending any of the provisions of the First Mortgage, including (but not limited to) the provisions dealing with payment of principal or interest, without the prior written consent of the other.

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