

any such notice to the address designated. Mortgagor or Mortgagee may change its address for the service of notices and elections hereunder by giving written notice of said change to the other party hereto, in the manner above provided, at least ten (10) days prior to the effective date of said change.

ARTICLE 23. Any indulgence or departure at any time by Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Mortgagor.

ARTICLE 24. If any part of any provision of this mortgage or any other agreement, document or writing given pursuant to or in connection with this mortgage shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of said instrument.

ARTICLE 25. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, any gender and both singular and plural, and the word "Note" shall also include one or more notes, and the grammatical construction of sentences shall conform thereto.

ARTICLE 26. To the extent permitted by South Carolina law, Mortgagee, in any action to foreclose this mortgage, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises, or both, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.

ARTICLE 27. In case of any sale under this mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent permitted by the laws of the State of South Carolina the Premises or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Any one or more exercises of the powers herein granted shall not extinguish or exhaust the powers unless the entire Premises are sold or the Secured Indebtedness paid in full.

ARTICLE 28. Mortgagor agrees that where, by the terms of the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

ARTICLE 29. Mortgagor agrees that it will not incur or suffer to exist any additional financing secured by the Premises (or any portion thereof) without the prior written consent of Mortgagee. If, without the prior written consent of Mortgagee, any mortgage (other than any specifically