

4. REPAIRS--To keep all buildings and improvements now or hereafter situate upon the premises in good order and repair, to comply with all governmental requirements respecting the premises or their use, and to neither commit nor permit any waste, or, except as provided in plans and/or specifications previously approved by Mortgagee, alter, add to or remove any of said buildings or improvements without the written consent of Mortgagee.

5. TITLE DEFECTS--To pay to Mortgagee any and all sums, including costs, expenses, and reasonable attorneys' fees, which Mortgagee may incur or expend in any proceeding, legal or otherwise, which Mortgagee shall deem necessary to sustain the lien of this Mortgage or its priority.

6. ACCELERATION--That in the event (a) Mortgagor shall default in any respect in the performance of any one or more covenants, conditions, or agreements specified herein, or in a Mortgage of even date herewith covering property in Greenville County, South Carolina also securing the Note; or (b) Mortgagor shall default in the performance of any covenant, condition or obligation under the Agreement or the documents or collateral given as security for same; or, (c) for any reason Mortgagor's covenant to pay all taxes specified above shall be or become legally inoperative or unenforceable in any particular; or, (d) for any reason Mortgagor shall fail to provide and maintain the necessary insurance as hereinabove required; or, (e) any lien, charge, or encumbrance prior to or affecting the validity of this Mortgage be found to exist, or proceedings be instituted to enforce any lien, charge or encumbrance against any of said premises; or, (f) the removal or demolition of any of the buildings or improvements now or hereafter situate upon the premises is threatened; or (g) Mortgagor be declared bankrupt or insolvent, or abandons the premises; or (h) all or any part of the premises or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent excluding: (i) the creation of a purchase money security interest for household appliances, (ii) a transfer by devise, descent, or by operation of law upon the death of any party herein designated "Mortgagor," or (iii) the creation of any junior liens as permitted by the Agreement; then upon the occurrence of any such event, the entire balance of the principal, advances and interest, shall become due and payable immediately at the option of Mortgagee, and neither the advance of funds by Mortgagee under any of the terms and provisions hereof nor the failure of Mortgagee to exercise promptly any right to declare the maturity of the debt under any of the foregoing conditions shall operate as a waiver of Mortgagee's right to exercise such option thereafter as to any past or current default. Mortgagee's right under subparagraph (h) above may be exercised for the sole purpose of increasing the interest rate on the sum or sums specified above