

Grantee may require. Grantor will pay all taxes, assessments and charges which may be levied on the secured obligations or any interest thereon, or on this mortgage, excepting the income taxes imposed under the laws of the United States of America, the State of South Carolina and the Commonwealth of Massachusetts.

5. If Grantor fails to perform any of Grantor's covenants set forth in this mortgage, or if Grantor fails to pay or perform any of the obligations and covenants set forth in this mortgage, in the secured obligations, or in any other instrument now or hereafter evidencing, securing or otherwise relating to the secured obligations, then Grantee, at its option, may endeavor to perform and observe the same, without notice to or demand upon Grantor and without releasing Grantor from any of its obligations or covenants hereunder, and all payments made and costs incurred by Grantee in connection therewith, including but not limited to reasonable attorney fees and expenses, shall be secured by this Mortgage and, upon demand, shall be repaid by Grantor to Grantee, with interest thereon at the lesser of the rate of four percent (4%) per annum plus the rate publicly announced from time to time by The First National Bank of Boston as its "base rate" as in effect from time to time, adjusted automatically as of the opening of business on the effective date of each change in such rate, or any rate selected by Grantee up to the highest rate permitted by law upon such amount, calculated from the date any such payment is made. Grantee shall be the sole judge of the necessity for any actions so taken by it and the amount necessary to be paid or incurred by Grantee to remedy any such failure of Grantor. Grantee is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant or obligation, without thereby becoming liable to Grantor or any person in possession holding under Grantor.

6. Grantor will not commit, permit or suffer any strip or waste of the premises and will not commit, permit or suffer any demolition, removal or material alteration of the premises or any part thereof without the prior written consent of Grantee. Grantee and its agents, employees, contractors and other representatives shall have the right from time to time to enter upon and within the premises and each and every part thereof for the purpose of inspection.

7. Grantor hereby assigns to Grantee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damages to or taking of title to the premises or any part thereof, or the possession thereof, or any right or easement affecting the premises or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all sales in lieu of condemnation. Grantee, at its option, is hereby authorized to collect and receive all such awards and the proceeds of all such sales and to give proper receipts and acquittances therefor, and Grantee, at its election, may use such awards and proceeds in any one or more of the following ways: (i) apply the same or any part thereof upon any obligation secured hereby, whether such obligation or any part thereof then be matured or unmatured, (ii) use the same or any part thereof to fulfill any of the covenants and agreements of Grantor hereunder as Grantee may determine, (iii) pay the same or any part thereof to Grantor for the purpose of replacing, restoring or altering the premises to a condition satisfactory to Grantee, or (iv) release the same to Grantor. Grantor agrees to execute and deliver such other instruments as Grantee may require evidencing the assignment of all such awards and proceeds to Grantee, and Grantee is hereby irrevocably appointed by Grantor as attorney in fact for Grantor (this power of attorney being coupled with an interest) to assign such awards and proceeds to Grantee. Any excess of such award after Grantee exercises its aforesaid options shall be refunded by Grantee to Grantor.