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costs whether or not any suit or proceeding is commenced; if suit is instituted by Mortgagee upon default to enforce collection of any unpaid balance of the Note, Mortgagor stipulates and agrees that the reasonable attorney's fee for which it is liable under this paragraph shall be deemed to be fifteen percent (15%) of the sum of the unpaid principal and all interest due thereon at the time suit is instituted.

13. Anti-Marshaling Provision. The right is hereby given by Mortgagor to Mortgagee to make partial releases or releases of security hereunder (whether or not such releases are required by agreement among the parties) agreeable to Mortgagee without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of the Mortgage on the premises remaining hereunder, nor release Mortgagor from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the premises held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the premises shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor and any party who consents to this who has actual or constructive notice hereof hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

14. Notice to Mortgagor. All notices required to be given to Mortgagor shall be mailed to Mortgagor at the following address: P. O. Box 10307, Greenville, South Carolina 29603

15. Notice to Mortgagee. All notices required to be given to Mortgagee by Mortgagor or an intervening lienor or encumbrancer, shall be mailed to: First Union National Bank, Attention: General Mortgage Loans, LOAN-8, Charlotte, North Carolina 28288.

16. Secondary Financing Prohibited. Mortgagor may not pledge or encumber the premises herein conveyed without first obtaining Mortgagee's written consent.

17. Transfer of Premises. If all or any part of the premises or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.

18. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement with respect to items referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that Mortgagee may file this Mortgage as a financing statement, or at Mortgagor's request agrees to execute such financing statements, extensions or amendments as Mortgagee may require to perfect a security interest with respect to said items. In the event of default, Mortgagee shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in South Carolina.

19. Acceleration in Case of Mortgagor's Insolvency. If Mortgagor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal Statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Mortgagor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Mortgagor, or if Mortgagor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Mortgagor or Mortgagor's property, or if the property shall become subject to the jurisdiction of a Federal bankruptcy court or similar State court or if Mortgagor shall make an assignment for the benefit of Mortgagor's creditors, or if there is an attachment, execution of other judicial seizure of any portion of Mortgagor's assets and such seizure is not discharged within ten days, the Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable without prior notice to Mortgagor. Any attorney's fees and other expenses incurred by Mortgagee in connection with Mortgagor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Mortgagor secured by the Mortgage pursuant to paragraph 12 hereof.

20. Use of Property. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the premises was intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the premises without Mortgagee's prior written consent.

*[Handwritten signature]*

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