

expended by the Mortgagee or any receiver appointed at the request of the Mortgagee, unless such sums shall be paid out of the rents, income and profits from the Collateral, or (c) to defend the lien of this Mortgage as a lien against the Collateral subject only to the Permitted Liens, or (d) to discharge any lien or encumbrance affecting the Collateral which shall be superior to the lien of this Mortgage and as to which this Mortgage is not expressly subject and subordinate, or (e) to cure any default of the Mortgagor under any lease or other agreement covering the Collateral, or (f) to cure any default of the Mortgagor hereunder or under any of the Loan Documents, or (g) for or in connection with any other action taken by the Mortgagee to preserve the security of this Mortgage or any other security for the Mortgage Indebtedness or to protect any of the Mortgagee's rights hereunder. All such expenditures as shall be made by the Mortgagee hereunder or pursuant to any other provision of this Mortgage or the other Loan Documents, including any reasonable attorneys' fees incurred by the Mortgagee in connection with the foregoing, shall be payable upon demand and be secured by this Mortgage and shall bear interest at the rate of interest set forth in the Mortgage Note or in any other promissory note or notes now or hereafter evidencing the Mortgage Indebtedness or any portion thereof, including penalties and interest, if any.

9. Taxes. In the event any tax shall be due or become due and payable to the United States of America, the State of South Carolina or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or any note or other instrument or agreement evidencing or securing repayment of the Mortgage Indebtedness or the interest of the Mortgagee in the Collateral, the Mortgagor shall pay such tax at the time and in the manner required by applicable law and the Mortgagor shall hold the Mortgagee harmless and shall indemnify the Mortgagee against any liability of any nature whatsoever as a result of the imposition of any such tax.

In the event of the passage after the date of this Mortgage of any law in the State of South Carolina deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby (including the interest thereon) for state or local purposes, or changing the manner of collection of any such taxes, the Mortgagor shall hold the Mortgagee harmless and shall indemnify the Mortgagee against any liability of any nature whatsoever as a result of the imposition of any such tax.

10. Events of Default. In the event of (i) any breach, violation, or failure to perform, observe or comply with, any term, condition, covenant, agreement or other obligation under this Mortgage by the Mortgagor, (ii) the failure to pay, when due, any amount owed in accordance with the terms of the Mort-