

be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and it may pursue inconsistent remedies.

3.06 Request for Notice. Mortgagor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 4.06 of this Mortgage.

3.07 Estoppel Certificates. Mortgagor, Fee Owner and Mortgagee each agrees to deliver to any lender or purchaser as to all or any portion of the Property who makes a written request therefor, an estoppel certificate, executed on behalf of Mortgagor or Mortgagee, which shall state (i) the amount, if any, then secured by this Mortgage, (ii) whether any event of default under the Lease, the Assignment of Rents or this Mortgage then exists or any event has occurred which, with notice or the passage of time or both, would constitute such an event of default, (iii) whether the Lease, the Assignment of Rents and this Mortgage have been modified after the recordation of this Mortgage in the Office of the Register of Mesne Conveyances of Greenville County, South Carolina, and (iv) any other information for which such lender or purchaser shall make a reasonable request.

ARTICLE IV MISCELLANEOUS

4.01 Governing Law. This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

4.02 Mortgagor Waiver of Rights. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Property, and (ii) the benefit of all laws that