

8.2 Application of Proceeds: All proceeds received by Mortgagee with respect to a taking or a diminution in value of the Mortgaged Property shall, subject to the provisions of Paragraph 8.3, be applied in the following order of priority:

8.2.1 First, to reimburse Mortgagor for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collection of the said proceeds if Mortgagor has defended in the proceedings as set forth in 8.1;

8.2.2 Thereafter, the balance, if any, shall be applied in the order of priority recited in Paragraphs 7.8.2 through 7.8.6 hereinabove; provided, however, that if such proceeds are required under Paragraph 8.1.2 hereinabove to be applied to the rebuilding, restoration or repair of the Mortgaged Property, the provisions of Paragraph 4.6 hereinabove shall determine the conditions precedent for utilizing such proceeds for such purpose.

8.3 Application under Major Lease: Notwithstanding any provisions contained in this Mortgage to the contrary, during the term of the Major Lease the collection, application and disposition of any condemnation proceeds shall be in accordance with the applicable provisions of the Major Lease.

9. Security Agreement and Assignment of Leases and Rents.

9.1 Security Interest and Assignment: This Mortgage: (i) shall be construed as a mortgage on real property; (ii) shall also constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute until the grant of this Mortgage shall terminate as provided in Paragraph 2 hereinabove, a first and prior security interest under Article 9 as to property within the scope thereof and situated in the State of South Carolina with respect to the Personalty, Fixtures, Leases and Rents; and (iii) shall also constitute and serve as an Assignment of the Leases and Rents. To this end, Mortgagor has Granted, Bargained, Conveyed, Assigned, Transferred and Set Over, and by these presents does Grant, Bargain, Convey, Assign, Transfer and Set Over, unto Mortgagee, a first and prior security interest and all of Mortgagor's right, title and interest in, to, under and with respect to the Personalty, Fixtures, Leases and Rents to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.