

prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof. Mortgagor further waives the right to petition for the appointment of appraisers following foreclosure pursuant to South Carolina Code Section 29-3-680 (1976).

AND IT IS FURTHER AGREED, by and between said parties, that Mortgagor shall preserve and maintain the Property in good condition and repair. Mortgagor shall not remove, demolish, materially alter or materially change the use of any building or structure now or hereafter on the Land without the prior written consent of Mortgagee, except as provided in the Loan Agreement. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Property or to any party thereof. Mortgagee may enter upon and inspect the Property at any reasonable time during the life of this Mortgage.

AND IT IS FURTHER AGREED, by and between the said parties, that Mortgagor shall not sell, convey, transfer, lease or further encumber any interest in or any part of the Property without the prior written consent of Mortgagee. If any person should obtain any interest in all or any part of the Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor. Mortgagor shall not, without the prior written consent of Mortgagee, further assign the rents from the Property, nor either into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof.

AND IT IS FURTHER AGREED, by and between the said parties, that at any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge in accordance with the Loan Agreement or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and the lien of this Mortgage.

AND IT IS FURTHER AGREED, by and between the said parties, that whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included, and all covenants and agreement contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

AND IT IS FURTHER AGREED, by and between the said parties, that any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered

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