

1992-127

stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, this Mortgage, the Assignment of Leases, Rents and Profits executed by Mortgagor unto Mortgagee of even date herewith ("Assignment of Leases, Rents and Profits") and all other documents securing the Indebtedness and any renewal, extension or modification thereof, to be kept, performed and observed by and on the part of Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

This Mortgage shall be deemed the Security Agreement as defined in the Uniform Commercial Code of South Carolina and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in financing statements executed by Mortgagor and Mortgagee of even date herewith ("Financing Statements") by the specified statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Similarly, the mention in the Financing Statements of (1) the rights in or to the proceeds of any fire or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, shall never be construed as in anywise altering any of the rights of Mortgagee