

### 2.06 Leases

The Mortgagee, at the Mortgagor's option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby as provided hereunder.

### 2.07 Purchase by Mortgagee

Upon any such foreclosure sale, and pursuant to any judicial proceedings, the Mortgagee may bid for and purchase the Mortgaged Property, and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

### 2.08 No Waiver of One Default to Affect Another

No waiver of any default hereunder nor extension of any time period for the payment of any sums secured hereby or the performance of any duty or obligation hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

## ARTICLE III

### MISCELLANEOUS PROVISIONS

#### 3.01 Successors and Assigns Included in Parties

Whenever in this mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this mortgage by or on behalf of the Mortgagee or by or on behalf of the Mortgagee shall bind and inure to the benefit of their respect successors and assigns, whether so express or not.

#### 3.02 Addresses for Notices, Etc.

Any notice, demand or other instrument authorized by this Mortgage to be served on or given to the Mortgagor may be served on or given to the Mortgagor in care of Douglas G. Brown, Post Office Box 6725, Greenville, South Carolina, 29606, or at such other address as may have been furnished in writing to the Mortgagee by the Mortgagor.

Any notice, demand, or other instrument to be served on or given to the Mortgagee may be served on or given to the Mortgagee at c/o Mr. Robert Clay, Attorney at Law, Park and Bennett Streets, Greenville, South Carolina 29601 or at such other address or addresses as may have been furnished in writing to the Mortgagor by the Mortgagee.

#### 3.03 Headings, Etc.

The headings of the articles, sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

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