

demolishing any building now or hereafter erected on the premises, or (ii) altering the arrangement, design or structural character thereof. Mortgagor shall neither permit nor perform any act which would materially impair the value or increase the risk of fire or other hazard to the premises. Nor shall Mortgagor remove any fixture located thereon without prior written consent of Mortgagee unless such fixture shall be promptly replaced with a fixture of equal or greater value. Mortgagor shall give notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty.

3. The Mortgagor will promptly comply with any applicable legal requirements of the State of South Carolina or any other governmental entity, agency or instrumentality relating to the use or condition of the premises.

4. The Mortgagee shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the Note secured hereby, or the Loan Agreement to the appointment of a receiver to take possession of the premises and to collect the rents and profits from the premises without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing; and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness secured hereby; and the Mortgagee, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver is appointed, or if there is a sale of the premises, as herein provided, the Mortgagor, or any person in possession of all or part of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary or other lawful remedy.

The Mortgagor will pay to the Mortgagee upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph and all such expenses shall be secured by this Mortgage.

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