- 16. If the holders of the Underlying Notes and Underlying Mortgages require Mortgagee to deposit monthly or other periodic payments to an impound account for property taxes, insurance, or other items, Mortgagee may, at its option, require a similar periodic deposit to be made to Mortgagee by Mortgagor. In the absence of (a) a requirement by the holders of the Underlying Notes and Mortgages and (b) Mortgagor's failure to timely pay any payment of property taxes or insurance premiums relating to the Property, Mortgagee shall not require any impound payments to be deposited with Mortgagee by Mortgagor.
- 17. Notwithstanding anything to the contrary contained in this Mortgage, Mortgagee acknowledges that Mortgagor is lawfully seized in fee simple absolute in only that portion of the Property consisting of the BTP parcel, the description of which is set forth in Exhibit "A" hereto, and that Mortgagor's right, title, and interest in and to the balance of the Property consists of three separate sublease agreements, each of which are dated March 7, 1980, and are between Bankers Trust of South Carolina, as sublessor and Mortgagee, as sublessee. Mortgagee, by three separate Assignment of Sublessee's Interest in Sublease and Assumption of Obligations, each of which are dated of even date herewith, between Mortgagor and Mortgagee has acquired Mortgagee's right, title, and interest to such subleases.
- 18. In addition to the events of Default specified in Section 8 of the Mortgage, a default by Mortgagor under any of the subleases referred to in Section 18 of this Addendum shall be deemed a default under this Mortgage.
- Notwithstanding anything to the contrary contained herein or in 19. any instrument securing repayment of the indebtedness represented by the Note, Mortgagor shall not, without the prior written consent of Mortgagee, not to be unreasonably withheld, sell or contract to sell, or enter into an option to sell, or exchange, assign, convey, or otherwise dispose of the Property, or any part of it. In order to assist Mortgagee in determining whether or not to consent to any sale, assignment, conveyance, transfer or other disposition, Mortgagor will furnish Mortgagee, at no expense to Mortgagee, financial statements of the proposed transferee and such other information as Mortgagee may reasonably require. It is understood and agreed that in consideration for the consent of Mortgagee to any disposition of the Property, Mortgagee, at its option, may require as a condition of furnishing its consent the payment of all interest accrued but unpaid on the Note and an additional payment in reduction of principal of not more than twenty percent (20%) of the then unpaid Outstanding Principal of the Note. Consent to a transfer will not be a waiver of the right to the requirement of Mortgagee's consent to any other transfer. As used herein "sell, or contract to sell, exchange, assign, convey, or otherwise dispose of includes (i) the sale, agreement to sell, assignment, conveyance or transfer of the Property, or any portion of it, whether voluntary, involuntary, by operation of law or otherwise, and (ii) the transfer, assignment or conveyance or other change in ownership of more than fifty percent (50%) of the ownership interests of Mortgagor.
- 20. Mortgager shall not, without the prior written consent of Mortgagee, not to be unreasonably withheld, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain any mortgage, lien, security interest, or any encumbrance on or covering any of the Property. The provisions of this Section 20 shall not apply to any of the items set forth in Exhibit "B" hereof or to any Permitted Refinancing(s) by Mortgagee. It is understood and agreed that in consideration for the consent of Mortgagee under this Section 20 to any further encumbrances on the Property, Mortgagee may require as a condition of furnishing such consent the payment of all interest accrued but unpaid on the Note and