

incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of South Carolina. Mortgagor will pay to Mortgagee upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph, and any such amounts paid by Mortgagee shall be added to the Indebtedness and shall be secured by this Mortgage.

(e) Performance by Mortgagee: Pay, perform or observe any term, covenant or condition of this Mortgage or of any one or more of the HUD Documents not paid, performed or observed by Mortgagor, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the default rate of interest provided in the Note, from the date such payments are made or such costs or expenses are incurred by Mortgagee. Mortgagee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

(f) Other: Exercise any and all other rights, remedies and recourses granted under the Security Documents (including, without limitation, those set forth in Articles 9 and 10 hereinbelow) or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

7.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

7.3 Remedies Cumulative, Concurrent and Non-Exclusive. Mortgagee shall have all rights, remedies and recourses granted in the Security Documents and available at law or equity (including specifically those granted by the Uniform Commercial Code in effect and applicable to the Mortgaged Property, the Leases, the Construction Contracts, the Plans or any portion thereof); and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor, any Guarantor or others obligated under the Note or the Loan Agreement, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. Notwithstanding the limitations on Mortgagor's liability for repayment of the Indebtedness as set forth in Section 7.16 hereof, in the event of fraud or wilfull misrepresentations by Mortgagor, Mortgagee shall be entitled to pursue any and all rights and remedies available to Mortgagee at law or in equity with respect to such fraud or wilfull misrepresentations by Mortgagor.

7.4 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor, any Guarantor nor any other person