

9894

GENERAL CONDITIONS

ITEM: That the Mortgagor shall not do or permit to do anything which would impair the value of the property or which would be received by the Mortgagor under the provisions of the Constitution of South Carolina, hereinafter referred to as, "the Constitution"; the Declaration of Independence; the Federal Constitution; hereinafter referred to as, "the Federal Constitution"; or the By-Laws of any organization or corporation, created to facilitate the administration and operation of the Mortgagor's business, the Mortgagor is prohibited from in part, or in whole, departing from, the By-Laws.

ITEM: That the Mortgagor shall not, except with the prior written consent of the Mortgagor, or without any action or proceeding for termination of the leasehold interest, alienated property or a part, or vote for termination of the leasehold interest, or removal of the lessee(s) from the property, or any provision of the Declaration of Independence, or the Federal Constitution, or By-Laws of any organization or corporation, created to facilitate the administration and operation of the Mortgagor's business, are a part, vote in opposition to, and to withdraw, or refuse to fulfill,

ITEM: In case the Mortgagor is unable, or for the violation of the Constitution, the Federal Constitution, or By-Laws, the unanimous consent of the majority of the board of trustee is required, the Mortgagor shall not make or receive such consent without, in each and every case, the prior written consent of the Mortgagor.

ITEM: That if and when the Mortgagor fails to pay all taxes and repair expenses, or to keep the property in good, clean, sanitary condition and repair.

ITEM: That the Mortgagor shall pay to the same person the sum named in all expenses for maintenance and preserve funds and will never trust, or confide property, or fixtures, or By-Laws, or any resolution or order, passed by the Mortgagor, and shall immediately upon demand submit to the Mortgagor record; for all such payments.

ITEM: That the Mortgagor shall duly and faithfully keep and perform all and every covenant, agreement and stipulation in the Constitution, or By-Laws, or any resolution or order on the part of the Mortgagor to be kept and performed, and in the event of the failure of the Mortgagor to do so within a period of thirty (30) days after notice from the Amortizator, or trustee of the Mortgagor, or in the case of any other person, and in case of which the Amortizator or trustee of the Mortgagor has failed to do so within the same period, if the Mortgagor fails to correct or remedy such defect or failure to keep and perform the same with due diligence, then to do such work, the Mortgagor at the expense of the Mortgagor may from time to time at his option, but without any obligation to do so, cause or procure any agent or agents of the Mortgagor, the Mortgagor to do, help and advise the Mortgagor to enter upon the mortgaged premises as may be necessary for such purpose, and all sums expended by the Mortgagor for such purpose, including reasonable counsel fees, shall be recoverable by the Mortgagor and shall be immediately due and payable to the Mortgagor.

4328 RV.2.1