- 18.6 Failure of Mortgagor to abide by and comply with the terms and provisions of any mortgage superior to this Mortgage and encumbering the Property;
- 18.7 (i) Voluntary or involuntary sale, exchange, transfer, conveyance, contract to sell or alienation of all or any part of the Property; (ii) leasing of any part of the Property for a term, together with all exercisable options, of two (2) years or more; (iii) changing, or permitting to be changed, the character or use of the Property or any part thereof; (iv) Mortgagor's being divested of title to said Property or any part thereof or any interest therein, either voluntarily or involuntarily; or (v) any change (a) if Mortgagor is a corporation of an aggregate 20% or more of the shareholders, or (b) if Mortgagor is a partnership, in the general partners except due to death thereof;
- Paragraph 18.7, without Mortgagee's consent or approval shall automatically cause the interest rate under the Note to be and become the Default Rate effective upon such event occurring and the monthly installments under the Note shall be accordingly increased in accordance with such interest rate increase, same to result in interest under the Note being paid in the full amount charged and without any accrual thereof, plus unpaid principal under the Note which shall be amortized on the basis of a 30-year loan and same shall thereafter be payable monthly with each such interest payment. The foregoing shall not be construed or implied to be a consent or approval by Mortgagee to any such act by Mortgagor under Paragraph 18.7 and shall not cause the default under Paragraph 18.7 to be waived or abrogated in any manner nor otherwise estop Mortgagee from proceeding hereunder due to a default under Paragraph 18.7;
- 18.7.2 Mortgagor agrees to submit, or cause to be submitted, to Mortgagee within 30 days after December 31 of each calendar year after the date hereof, without further request from Mortgagee, and within 10 days after any written request by Mortgagee for the same, a sworn, notarized certificate signed by Mortgagor, or the general partners or shareholders of Mortgagor, as the case may be, stating whether (i) the Property encumbered by this Mortgage or any part thereof has been conveyed, transferred, assigned, sold, or leased or the like and (ii) there has been any change in the shareholders or general partners of Mortgagor;
- 18.8 Filing of any lien or the commencement of any action or proceeding to foreclose any lien upon the Property, or any part thereof, other than the interest created by this Mortgage, in which said lien is not cancelled or removed of record within thirty (30) days of its creation; or
- 18.9 Any representation or warranty of Mortgagor contained in this Mortgage shall prove to be in any material respect incorrect or untrue.
- 19. Upon a default as aforesaid and without notice from Mortgagee being required, Mortgagee may proceed to foreclose this Mortgage as permitted by the laws of the State of South Carolina or seek such other remedies as otherwise set forth herein and as permitted by such law.
- Mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure to the court having jurisdiction thereof for the appointment of a receiver of all the mortgaged property, and of all rents, income, profits, issues and revenues thereof with the usual powers and duties of receivers in like cases and said appointment shall be made by the court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of

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