limit or preclude the recovery of all applicable statutory costs, allowances and disbursements, including attorneys' fees, in any action to foreclose this Mortgage or to collect the debt secured hereby.

Section 2.13. Payment of Filing Fees and Authority To

File Financing Statement. Red Roof will pay all filing fees
and documentary stamp charges for the filing of this instrument
or a financing statement to perfect a security interest in
personal property, as may be deemed appropriate by the

Mortgagee, and for the filing of any other financing statement
to perfect any other security interest given collateral hereto,
and for the refiling thereof at the time required by the laws
of the State of South Carolina.

Section 2.14. Inspection. The Mortgagee, or its duly authorized agent, shall have the right to enter any portion of the Mortgaged Property, at all reasonable hours of the day, for the purpose of examining and inspecting the same.

Section 2.15. Assignment of Condemnation Proceeds. In the event of any taking or threatened taking of the Mortgaged Property, or any part thereof, by virtue of an exercise of the right of eminent domain by any entity, the Mortgagee is hereby empowered to collect and receive all proceeds awarded as the result of such total or partial taking, which are hereby assigned by the Mortgagor to the Mortgagee, and, at the option of the Mortgagee, to apply all or part of such sums for the reduction of the indebtedness secured by this Mortgage.

Mortgagor, upon the request of the Mortgagee, shall execute and deliver any assignment or other instrument sufficient for the purpose of assigning such awards to the Mortgagee, free of any claim or encumbrance.