

hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

3.06 Request for Notice. Mortgagor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 4.06 hereof.

3.07 Estoppel Certificates. Mortgagor and Mortgagee each agrees to deliver to any lender or purchaser as to all or any portion of the Property who makes a written request therefor, an estoppel certificate, executed on behalf of Mortgagor or Mortgagee, which shall state (i) the amount, if any, then secured by this Mortgage, (ii) whether any event of default under the Lease, the Assignment of Rents or this Mortgage then exists or any event has occurred which, with notice or the passage of time or both, would constitute such an event of default, (iii) whether the Lease, the Assignment of Rents and this Mortgage have been modified after the recordation of this Mortgage in the Office of the Register of Mesne Conveyances of Greenville County, South Carolina, and (iv) any other information for which such lender or purchaser shall make a reasonable request.

3.08 Notice of Default to First Mortgagee. Notwithstanding anything in this Article III to the contrary, Mortgagee shall not exercise any of its rights hereunder or declare an Event of Default until it has given 5 days prior written notice of such Event of Default to the holder of the First Mortgage and has otherwise given such holder of the First Mortgage an opportunity to cure such default.

ARTICLE IV
MISCELLANEOUS

4.01 Governing Law. This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.