- 20. That the Mortgagor shall upon request of Mortgagee execute and furnish to the Mortgagee a Security Agreement, Financing Statements, continuation statements and other such documents as Mortgagee may from time to time require in order to provide and maintain for the benefit of Mortgagee a prior, perfected security interest covering all chattels and equipment located and used or usable in connection with the above described property (except such items as may be the property of Lessees occupying any portion of the property under a Lease approved by the Mortgagee) in compliance with and in order to obtain the benefit of the Uniform Commercial Code as adopted in the State of South Carolina.
- 21. That Mortgagor further covenants and agrees to promptly and fully comply with all the terms and conditions of that certain commitment letter issued by Mortgagee, dated October 31, 1978, as amended, or waived by Mortgagee and in the event all of the conditions set out in said commitment letter are not complied with, the Mortgagee shall have the right to declare the entire amount then owing under said note, including both principal and interest, immediately due and payable upon ten days notice.
- 22. In addition to its other rights hereunder, the Mortgagee, at all times, shall have the right (but shall not be required) to cure on behalf of the Mortgagor any default under the terms of any Lease, which in the sole discretion of the Mortgagee would or could impair the Mortgagee's security hereunder, and to add all costs and expenses thereof to the indebtedness secured hereby; the Mortgagor further agrees to pay such sums to the Mortgagee immediately and without demand or notice, together with interest from the date or dates of each disbursements at the rate provided in the note.
- 23. That the Mortgagee shall have the right to modify or extend the time for payment of the note which this mortgage is given to secure and the lien of this instrument shall remain in full force and effect and have priority over all third-party claims, including subsequent lienholders.
- 24. The Mortgagor shall not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless the Mortgagee shall first consent thereto in writing. The Mortgagor shall at all times during the term of this mortgage comply with all laws, ordinances, regulations, convenants, conditions and restrictions affecting the premises and will not suffer or permit any violation thereof, including, but not limited to, all applicable zoning, building or other governmental laws and requirements. The Mortgagor shall obtain and at all times keep in full force and effect all governmental and municipal approvals as may be necessary to comply with all environmental, ecological, safety, licensing and other governmental requirements relating to the mortgaged premises and the occupancy thereof as such requirements may exist from time to time during the term hereof. If the indebtedness secured hereby is now or hereafter further secured by security agreements, pledges, contracts of guaranty, assignments of leases or rentals or other security, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. Without affecting the liability of the Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of the Mortgagee with respect to any security not expressly released in writing, the Mortgagee may, at any time and from time to time either before or after maturity of said note and without notice or consent, release any person liable for payment of all or any part of the indebtedness, accept additional security of any kind, release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.
- 25. It is further covenanted and agreed that all installments of principal and interest are payable in lawful money of the United States of America, and all sums in default hereunder shall bear simple interest from the date of default at the rate designated in the note.

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