Mortgager hereby ratifies any and all lawful actions done by Mortgagee pursuant to this Article 10 of this Mortgage and Security Agreement.

- 11. RECEIVER. Mortgagee, in any action to foreclose this mortage, shall be at liberty to apply for the appointment of a receiver, without consideration of the value of the Premises as security for the amounts due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.
- 12. <u>UTILITIES</u>. In case of any sale under the mortgage pursuant to any order in any judicial proceedings or otherwise or by deed in lieu of foreclosure hereof (a) Mortgagor shall be responsible for and shall immediately on demand from Mortgagee pay any and all charges for utility service, sanitary and garbage service, advertising, maintenance, repair and any and all other charges incurred in the operation or maintenance of the Premises prior to the date of such sale; and (b) Mortgagor shall immediately upon transfer, pay over or assign to the purchaser at such sale any and all rights of Mortgagor in and to all deposits for utility services to the Premises.
- mortgage pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect, and one or more exercies of the powers herein granted in this Article shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.
- 14. WAIVERS. Grantor, for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States or the State of South Carolina in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Mortgagor agrees that where, by the terms of this mortgage or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.
- 15. RIGHT TO SUE. Subject to the provisions, if any, of the Note hereby secured relating to the limitation of Mortgagor's liability for payment of the Secured Indebtedness, Mortgagee shall have the right from time to time

10

328 RV-2