

8. If Grantee is made a party to or appears as a party plaintiff or defendant in any action or proceeding affecting the premises, the obligations secured hereby, or the validity or priority of this mortgage, then Grantor shall, upon demand, reimburse Grantee for all expenses incurred by Grantee by reason of any such action or proceeding, including reasonable attorney's fees, and the same shall be secured hereby.

9. Grantee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and security for the payment thereof) paid or discharged by Grantee under the provisions hereof.

10. In the event of the passage after this date of any law by the State of South Carolina or the Commonwealth of Massachusetts, or by any political subdivision of either thereof, changing in any manner the laws for the taxation of mortgages or security agreements, or debts or obligations secured thereby, or the manner of collection of any such tax, so as to affect Grantee or this mortgage adversely, all obligations secured hereby, which are not then otherwise due and payable, shall become due, payable and collectible after thirty (30) days written notice from Grantee to Grantor; provided, however, that such acceleration of said obligations shall be deemed inoperative if Grantor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty thereby accruing to Grantee, and if Grantor in fact pays such tax prior to the expiration of such thirty (30) day period.

11. Grantor has hereinabove assigned and will assign to Grantee as security for the obligations secured hereby Grantor's interest in any and all leases, tenant contracts, rental agreements and other contracts, licenses and permits now or hereafter affecting the premises, or any part thereof, such assignments to be made by instruments in form and substance satisfactory to Grantee. No such assignment shall be construed as a consent by Grantee to any lease, tenant contract, rental agreement or other contract, license or permit, or to impose upon Grantee any obligation with respect thereto. Without first obtaining on each occasion the written approval of Grantee, Grantor will not cancel any such lease, tenant contract or rental agreement, nor terminate or accept a surrender thereof or reduce the payment of the rent or any other amount payable thereunder, nor accept, nor permit to be made, any prepayment of any installment of rent thereunder (except the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month and one additional month). Grantor will faithfully keep and perform all obligations to be kept and performed by Grantor under each of such instruments, and under each other instrument Grantor's interest in which is assigned to Grantee pursuant to the terms hereof. If an Event of Default as defined herein shall occur, Grantor shall immediately pay over to Grantee an amount equal to all unrefunded security and other deposits (such amount being hereinafter referred to as the "Deposits") paid to anyone in connection with the occupancy of the premises or any part thereof.

12. Grantor will not acquire any part of the premises subject to any security interest, conditional sale contract, title retention arrangement or other charge or lien taking precedence over the lien and security interest hereof.

13. From and after the date that any obligation secured hereby becomes due and payable, whether by acceleration or otherwise, said outstanding obligation shall bear interest at the rate set forth in paragraph 5 above, and in case any obligation secured hereby is collected by suit or through an attorney, Grantor agrees to pay all reasonable costs of collection, including but not limited to reasonable attorney's fees.