- 13. Should the Mortgaged Property at any time be or become subject to the lien of any mortgage in connection with which payments on account of the indebtedness secured hereby are to be made directly or indirectly by or through the mortgagee or beneficiary thereunder, regardless of whether or not payment of the indebtedness secured hereby is assumed by such mortgagee or beneficiary, or should the legal title to the Mortgaged Property or the beneficial ownership thereof be conveyed to or become vested in any third party, the whole of the principal sum and interest and other sums hereby secured, at the option of the Mortgagee, shall immediately become due and payable.
- 14. Mortgagor covenants and agrees that in the ownership, operation and management of the Mortgaged Property, Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code, environmental protection and equal employment opportunity statutes, ordinances, regulations, orders and restrictions.
- 15. Mortgagor shall pay as the same shall become due all taxes and assessments that may be levied or accrue upon said property or any part thereof, (other than taxes payable by Mortgagee from escrow funds provided by Mortgagor pursuant to the provisions of Paragraph 9), or upon Mortgagee's interest therein, or upon this Mortgage, or the indebtedness or the evidence of indebtedness secured hereby, and all other charges that may become liens upon said premises; and not to permit any lien which might take precedence over the lien of this Mortgage to accrue and remain on said premises, or any part thereof, or on the improvements thereon. Upon failure of the Mortgagor to pay such taxes and assessments when due, the Mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence), and any amount so paid shall be due and payable immediately or on demand at the option of the Mortgagee with interest from the date of such advancement at the rate of nine and one-half per cent (9-1/2%) per annum unless that rate exceed the then prevailing legal rate of interest in South Carolina, in which event such amount shall bear interest at the legal rate, all such amounts to be secured by this instrument.

Mortgagor may, at its own expense and in its own name, in good faith contest any taxes, assessments or other such charges which are now or which may hereafter become liens on said premises so long as the collection of the same by foreclosure of the lien upon the property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable, or with Mortgagee, appropriate security for payment of the same together with any applicable interest and penalties should the same be determined due and owing.

type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and it will pay promptly when due any premiums therefor (other than premiums payable by Mortgagee from escrow funds provided by Mortgagor pursuant to the provisions of Paragraph 9). All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be delivered to and held by the Mortgagee with loss payable clauses in favor of and in form acceptable to the Mortgagee. If Mortgagor fails to acquire such insurance, the Mortgagee may purchase such insurance, and the amount of the expense thereof shall be due and payable immediately or on demand at the option of the Mortgagee with interest from the date of such advancement at the rate of nine and one-half per cent (9-1/2%) per annum unless that rate exceed the then prevailing legal rate of interest in South Carolina, in which event such amount shall bear interest at the legal rate, all such amounts to be secured by this instrument.

In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss, if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly; and, the insurance proceeds, or any part thereof, may be applied by the Mortgagee, at its option, either to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6.V9 9001