

on the part of Lessor to pay any sum or sums or to take any affirmative action with respect to the Fee Mortgage, promissory note secured thereby or any instrument collateral thereto.

7. Fee Mortgagee agrees that the sale by Lessor of its fee interest in the Property shall not constitute a default under the Fee Mortgage, promissory note secured thereby or any instrument collateral thereto nor permit the acceleration of the indebtedness secured thereby.
8. In the event the Fee Mortgage is foreclosed, the proceeds of any foreclosure sale shall be distributed in accordance with law but Fee Mortgagee acknowledges the existence of an agreement found in the Lease that Lessee shall not receive any proceeds from a foreclosure sale unless and until Lessor shall have received from said proceeds an amount equal to the product derived by multiplying the Rent (as specified in the Lease) for the year in which said foreclosure occurs by the figure ten (10). To the extent Mortgagee shall control the distribution of such proceeds it shall pay over to Lessor any proceeds otherwise due Lessee but for such agreement.
9. All other provisions of the Fee Mortgage shall remain in full force and effect and Fee Mortgagee shall have all rights and remedies provided therein except as expressly limited herein.
10. This Agreement shall bind and inure to the benefit of Lessor and Fee Mortgagee and their successors and assigns but shall not be enforceable by any other party.
11. This Agreement is made under and shall be construed according to the laws of the State of South Carolina.