

Montgomery Ward & Co., Incorporated nor Mercantile Properties, Inc. shall have elected to cease operations as a result of such condemnation.

17. Declaration of No Set-Off. Mortgagor, if requested by Mortgagee, shall certify in writing to Mortgagee the amount of principal, interest and other charges then owing on the mortgage loan secured by this Mortgage and whether there are any set-offs or defenses against it.

18. Mortgagor's Representations. At the time of the execution and delivery of this Mortgage, Mortgagor is seized of the Mortgaged Premises in fee simple, has the authority to mortgage such premises as herein provided; such premises are free from all encumbrances and charges whatsoever except such as have been approved in writing by Mortgagee; there is no assignment or pledge of any leases of or rentals or income from said premises now in effect, and until said indebtedness is fully paid, Mortgagor will not make any assignment or pledge thereof to anyone other than Mortgagee; and Mortgagor will forever warrant and defend the premises against all lawful claims whatsoever.

19. Construction. The word "Mortgagor" whenever used herein is intended to and shall be construed to mean the partnership which executes these presents, and its successors and assigns.

20. Applicable Law. Except to the extent that the laws of the State of South Carolina must govern matters of title, enforcement of remedies and like matters, this Mortgage is delivered and intended to be performed in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of said Commonwealth.

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