

or construction of additional improvements on the mortgaged premises if in any such case the priority of the lien of this Mortgage would in any way be thereby threatened or affected or if any such improvements or alterations would not, in the reasonable judgment of the Mortgagee, be consistent with or complementary to the then existing improvements or if any such completed additional improvements would, in the reasonable judgment of the Mortgagee, materially and adversely affect the use and operation of the mortgaged premises.

19. Permitted Contests. If no event of default shall have occurred hereunder, Mortgagor shall not be required, nor shall Mortgagee have the right, to pay, discharge or remove any tax, assessment, levy, fee, charge, lien or encumbrance, for so long as Mortgagor shall diligently contest in good faith and at its own expense the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of or any realization upon the tax, assessment, levy, fee, charge, lien or encumbrance so contested and the sale, forfeiture or loss or all of any part of the mortgaged premises to satisfy same.

20. Severability. If any provision hereof is in conflict with any statute or rule of law of the State of South Carolina or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

21. Waiver. No waiver by the Mortgagee of any right or remedy granted hereunder or failure to insist on strict performance by the Mortgagor hereunder shall affect or extend to or act as a waiver of any other right or remedy of the Mortgagee hereunder, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any further or subsequent default by the Mortgagor hereunder.

No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If there exists additional security for the performance of the obligations secured hereby, the Mortgagee, at its sole option, and without limiting or affecting any of its rights or remedies hereunder either concurrently with whatever right and remedies it may have in connection with such other security or in such order as it may determine. Any application of any amounts or any portion thereof held by Mortgagee at any time as additional security hereunder, to any indebtedness secured hereby shall not extend or postpone the due dates of any payments due from Mortgagor to Mortgagee or change the amounts of any such payments or