SECTION 7. BANK'S RIGHTS.

The Company agrees that when any Event of Default has occurred and is continuing:

- (a) First National shall have the rights, duties and remedies of a mortgagee/secured party, and the Company shall have the rights and duties of a mortgagor/debtor, under the laws of the State of South Carolina regardless of where action may be taken to enforce those rights and duties and First National and the Company shall have the rights, duties and remedies set forth in the Loan Agreement; and
- (b) First National may, by notice in writing to the Company, declare the entire unpaid balance of the Note to be immediately due and payable, and thereupon the entire unpaid balance, together with all accrued interest thereon, of the Note shall be and become immediately due and payable; and
- (c) First National personally or by agents or attorneys, shall have the right (subject to compliance with any mandatory legal requirements) to take immediate possession of the Collateral or any portion thereof, and for that purpose may pursue the same wherever it may be found and keep the rents and profits thereof until sold; and
- (d) First National may (subject to compliance with any mandatory legal requirements) sell and dispose of said Collateral, or any part thereof, at public or private sale, in one lot as an entirety or in separate lots, and either for cash or on credit and