

to the aforestated priorities. Receipt by Mortgagee of such rents, issues, and profits shall not constitute a waiver of any right or remedy that Mortgagee may enjoy under this Mortgage or under the laws of S. C. , nor shall the receipt and application thereof cure any Default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage and the laws of S. C.

3.10 Accountability for Rents. Mortgagee shall be required to account for only such rentals and payments as are actually collected by it. Mortgagee shall have no liability for failure to rent the Premises or any part thereof, or for failure to do any of the things which are authorized herein. This provision is Mortgagor's express agreement to grant all of its rights and privileges to Mortgagee and shall not be held to create any duties or liabilities except as herein expressly set forth. For the purpose of accounting, the books and records of Mortgagee shall be deemed prima facie correct.

3.11 Liability for Premises. Mortgagee shall, in the exercise of its control and management of the Premises, be deemed the agent of Mortgagor and shall not be liable for any damage to any person or property, where such damage arises out of the operation of, or in connection with, the said Premises.

3.13 Status of Lease(s)/Notice of Default. Mortgagor represents and warrants that any and all leases covering all or a portion of the Premises are in full force and effect, rent has not been paid more than one month in advance, and Mortgagor and the Lessees thereof are in all respects in good standing thereunder and that neither Mortgagor nor said Lessees are in Default with respect to any provisions thereof. Mortgagor will not consent to, cause or allow any modification or alteration of any of the terms (including, without limitation, the amount of rent), conditions or covenants of the leases or any lease hereafter effected, or the termination of any such lease, without the prior written approval of Mortgagee, which will not be unreasonably withheld, provided, however, that Mortgagor may, without Mortgagee's consent, modify or alter any of the terms, conditions and covenants of any lease so long as such modification or alteration does not result in a (i) surrender or termination of such lease or (ii) decrease in the amount of any payments due under such lease or (iii) change in the size of the leased premises or (iv) decrease in the term of such lease. Mortgagor covenants and agrees that in the event Mortgagor shall receive from any of the lessees of said leases notice of any Default by Mortgagor under the terms or provisions of any of said leases, or receive from any of said lessees or from any other party any notice or communication in any way respecting a Default or alleged Default or failure of performance which could become a Default after lapse of time, or otherwise, under said leases, or relating to Mortgagor's good standing with respect thereto, Mortgagor shall immediately, and not later than one business day after receipt of such notice or communication, or obtaining knowledge of a Default, real or claimed, advise or mail (special delivery in the case of a notice of default), postage prepaid, or deliver in person to Mortgagee a true, exact and full copy of said notice or communication.

3.14 Mortgagee's Right to Perform for Mortgagor/Lessor. Mortgagor agrees that for the purpose of curing any Default under any lease, Mortgagee may, but shall not be obligated to, do any

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