

said premises, make whatever repairs are necessary or complete the construction work and charge the expenses for such repairs or for the completion of construction to the mortgage debt and/or declare the indebtedness secured hereby due and payable.

7. That the Mortgagor, at the option of the Mortgagee, will pay to the Mortgagee all moneys received by Mortgagor as compensation for the taking of the premises or any part thereof by virtue of the right of eminent domain or in any other manner whatsoever and all moneys received by Mortgagor as damages for fire, casualty or other injury sustained to the mortgaged premises or any part thereof, not exceeding the amount due on the note which this mortgage secures.

8. The within mortgage is junior or secondary in lien to a first mortgage covering the property above described given by Greenville Associates, a Maryland Limited Partnership, to Wade Hampton Mall, a Partnership, in the original sum of \$1,200,000.00, dated February 28, 1979, recorded on February 28, 1979, in the RMC Office for Greenville County, S. C., in Mortgage Book 1458, page 530. Any rights conferred under the terms of this mortgage instrument and security agreement to the Mortgagee hereunder are hereby made subordinate and secondary to the same rights, if any, of the owner and holder of the first mortgage covering said property aforesaid.

9. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby. A default in the terms and conditions of said assignment of leases and rentals shall constitute a default in the terms and conditions of this mortgage and the note or notes which this mortgage secures.

10. That the Mortgagee shall have the right to enter and inspect the mortgaged premises at all reasonable times.

11. That the Mortgagor will execute and deliver to the Mortgagee, on demand, any instrument or instruments necessary to reaffirm, to correct and to perfect the lien of the Mortgagee to the mortgaged premises.

12. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

13. There shall be no subordination by Mortgagee of this mortgage.

14. That any waiver by the Mortgagee of any condition, stipulation or covenant of this mortgage, or of any violation thereof, shall not be construed as a waiver of any similar or other act, or acts, or omissions at any subsequent time. Where, by the terms and conditions of this instrument or of the note secured hereby, a day or time is fixed for the payment of any money or for the performance of any other obligation or agreement, the time stated enters into the consideration and is of the essence of this entire contract.

15. That until the entire indebtedness secured hereby is paid in full, the application of any insurance proceeds, condemnation proceeds or award or any part thereof to the reduction of said indebtedness, as hereinbefore