

evidence of payment upon request by Mortgagor.

Mortgagor hereby agrees to perform or cause to be performed the covenants and obligations of the Mortgagor and its assignors under the aforesaid Prior Mortgage described on the second page of this Mortgage, other than and exclusive of the obligation to pay the Note secured thereby, and any default under such Mortgage shall be deemed a default under this Mortgage, permitting the Mortgagee to declare the remaining principal and accrued interest secured hereby immediately due and payable and thereupon foreclose the lien given to secure payment thereof, and/or to cure such default (provided that the Mortgagee shall not be obligated to cure any such default); the Mortgagee shall give written notice to Mortgagor of any such payments so made by Mortgagee to secure such default and the Mortgagor shall have ten (10) days after such notice to pay such amounts to Mortgagee before Mortgagee may accelerate the debt secured by this Mortgage.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective successors and assigns.

Notwithstanding any provision herein or in said Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of South Carolina. It is agreed by Maker that the laws of the State of South Carolina with respect to permissible interest only shall control such Note.

15. The rights and remedies provided for herein shall be held to be in addition to and not in limitation of those provided by law.

16. It is agreed that the Mortgagor shall hold and enjoy the Mortgaged Property above conveyed until there is a default under this Mortgage or in the Note. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this Mortgage, and of the Note, then this Mortgage shall be utterly null and void; otherwise to remain in full force and effect and virtue.

JK  
PK

