

thereupon become due and payable immediately as a part of the debt secured hereby and may be secured and recovered hereunder.

10. Mortgagee shall have the right from time to time to sue for any sum, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

11. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this mortgage and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or in equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law. No act of Mortgagee shall be construed as an election to proceed under any one provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

12. Every provision for notice and demand or request shall be deemed fulfilled by written notice to, by certified mail, or by personal service on, Mortgagor, its successors or assigns, either addressed to, or served on, the aforesaid at its address last made known to Mortgagee, in writing by certified mail.

13. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future, or waive future compliance therewith by Mortgagor.

14. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations, partnerships and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

15. To the extent permitted by South Carolina law, Mortgagee, in any action to foreclose this mortgage, or upon any event of default, shall be at liberty to apply for the appoint-

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