

(2) The Mortgagor will keep the premises in good order, repair and condition, reasonable wear and tear excepted; and it will not commit or permit any waste. The Mortgagee shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents. Mortgagor shall first obtain the written consent of the Mortgagee before (i) removing or demolishing any building now or hereafter erected on the premises, or (ii) altering the arrangement, design or structural character thereof. Mortgagor shall neither permit nor perform any act which would materially impair the value or increase the risk of fire or other hazard to the premises; nor shall Mortgagor remove any fixture located thereon without the prior written consent of Mortgagee. Mortgagor shall give notice in writing to Mortgagee of any loss of damage to the premises caused by any casualty.

(3) The Mortgagor will promptly comply with all applicable legal requirements of the State of South Carolina or any other governmental entity, agency or instrumentality relating to the use or condition of the premises.

(4) The Mortgagee shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the Notes secured hereby, or the Loan Agreement, to apply for the appointment of a receiver to take possession of the premises and to collect the rents and profits from the premises without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing; and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness secured hereby and the Mortgagee, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver is appointed, or if there is a sale of the premises, as herein provided, the Mortgagor, or any person in possession of all or part of the premises, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary or other lawful remedy. The Mortgagor will pay to the Mortgagee upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this paragraph and all such expenses shall be secured by this Mortgage.

(5) No delay or the forbearance by the Mortgagee in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative. In case the Mortgagee voluntarily or otherwise shall become a party to any suit or legal proceedings or dispute of any kind to protect the premises, to protect the lien of this Mortgage, or the interest created herein, including without limitation, any suit to enforce or foreclose this Mortgage and any condemnation action involving the premises, the Mortgagee shall be saved harmless and shall be reimbursed by the Mortgagor for any amounts paid, including all reasonable costs, charges and attorneys' fees incurred in any such suit or proceedings, and the same shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt.

(6) Any notice required or permitted to be given to the Mortgagor or Mortgagee hereunder shall be deemed to have been given if and when sent by prepaid registered or certified mail, return receipt requested, addressed as follows:

RECEIVED

4328-11-21