

any lease assigned to the Mortgagee, nor assign or transfer any such lease.

18. Restriction on Use of Premises, etc. Except as is permitted by the Note, the Mortgagor will not make, suffer, or permit, without the written consent of the Mortgagee first had and obtained, which consent shall not be unreasonably withheld, (a) any use of the mortgaged premises for any purpose other than that for which the same are now used or intended to be used, or (b) any sale of the land, buildings or improvements or any replacement, removal or demolition of the buildings and improvements now or hereafter erected or located upon the land, or (c) any sale, replacement or removal of the equipment now or hereafter located upon the mortgaged premises except in the ordinary course of business, or (d) the abandonment or vacating of the premises for a period in excess of sixty (60) consecutive days. The Mortgagor will not make, suffer, or permit any alteration of or construction of additional improvements on the mortgaged premises if in any such case the priority of the lien of this Mortgage would in any way be thereby threatened or affected or if any such improvements or alterations would not, in the reasonable judgment of the Mortgagee, be consistent with or complimentary to the then existing improvements or if any such completed additional improvements would, in the reasonable judgment of the Mortgagee, materially and adversely affect the use and operation of the mortgaged premises.

19. Permitted Contests. If no event of default shall have occurred hereunder, Mortgagor shall not be required, nor shall Mortgagee have the right, to pay, discharge or remove any tax, assessment, levy, fee, charge, lien or encumbrance, for so long as Mortgagor shall diligently contest in good faith and at its own expense the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of or any realization upon the tax, assessment, levy, fee, charge, lien or encumbrance so contested and the sale, forfeiture or loss or all of any part of the mortgaged premises to satisfy same.

20. Severability. If any provision hereof is in conflict with any statute or rule of law of the State of South Carolina or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

21. Waiver. No waiver by the Mortgagee of any right or remedy granted hereunder or failure to insist on strict