

affect the value of the Mortgaged Property, mortgagee may disburse the proceeds of such taking and/or damage to mortgagor, provided that mortgagee shall have the option to specify the manner in which such proceeds shall be disbursed by mortgagor and such release of such proceeds to mortgagor shall not affect the lien hereof or reduce the amount of the Indebtedness and in such event mortgagee shall have no obligation to see to the application of any such proceeds paid to mortgagor.

MISCELLANEOUS

8. Permitted Enumbrances.

This mortgage is subordinate and subject to that certain right of way to City of Greenville, South Carolina, for sanitary sewer line and manholes recorded in Deed Book 870, page 424, RMC Office for Greenville, South Carolina.

9. Mortgagee's Certificate.

Mortgagee shall, within thirty (30) days of request in writing by mortgagor, furnish mortgagor or its designee with a certificate from mortgagee certifying (i) that this Mortgage is unmodified and in full force and effect (or, if there have been modifications, that this Mortgage is in full force and effect as modified and stating the modifications); (ii) the amount of principal and interest, including Deferred Amounts and accrued interest, then outstanding, (iii) the amount of any escrow held by mortgagee hereunder, and (iv) that, to the best of mortgagee's knowledge, mortgagor is not in default in the performance of any covenant, agreement, or condition contained in the Note, this Mortgage, or the Security Documents.

10. No Representation by Mortgagee.

By accepting or approving anything required to be observed, performed or fulfilled or to be given to mortgagee pursuant to this Mortgage and other Security Documents, including, but not limited to, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, insurance policy, construction contract, architect's contracts, plans and specifications and/or lease for any or all of the Mortgaged Property, mortgagee shall not be deemed to have warranted or represented the sufficiency, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by mortgagee.

11. Notice.

a) All notices, demands, requests and other communications required under this Mortgage and other Security Documents shall be in writing and shall be deemed to have been properly given if sent by certified United States first class mail, postage prepaid, addressed to the party for whom it is intended at its address set forth hereof. Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

b) For the purposes of notice of an Event of Default, the notice shall specify (i) the default; (ii) the action required to cure the default; (iii) a date, not less than

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