

5. Repairs. Mortgagor will keep the premises in as good order and repair as they are now (reasonable wear and tear expected) and will not commit or permit any waste or any other thing whereby the value of the premises might be impaired. Mortgagor shall not cut timber on the premises nor sell the timber rights without the written consent of Mortgagee.

6. Compliance with Laws. Mortgagor shall promptly comply with any applicable legal requirements of the State of South Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the premises.

7. Condemnation Award. Any award for the taking of, or damages to, all or any part of the premises or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Mortgagee who may apply the sums so received to the portion of the debt hereby secured last falling due, or in such other manner as Mortgagee may desire.

8. Payments by Mortgagee. Mortgagee, at its option, may advance, pay or expend such sums as may be proper and necessary for the protection of the premises and this Mortgage including but not limited to sums to satisfy taxes or other levies, and assessments and/or liens, to maintain insurance (including title insurance), to make repairs and to provide security guards. Any amounts so advanced, paid or expended shall be deemed principal advances secured by this Mortgage (even though when added to other advances the sum thereof may exceed the face amount of the Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the Note hereby secured and be secured by this Mortgage and its payment enforced as if it were a part of the original debt. Any sum expended, paid or advanced under this paragraph shall be at Mortgagee's sole option and shall not constitute a waiver of any default or right arising from the breach by Mortgagor of any covenant or agreement contained herein or in the Note or Loan Agreement.

~~9. Rents and Profits. Mortgagor hereby assigns to Mortgagee all future rents and profits from the premises as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Mortgagor hereunder. Mortgagee is given a prior and continuing lien thereon, and Mortgagor hereby appoints Mortgagee his attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertaking in such manner as Mortgagee may desire. However, until default hereunder or under the Note secured hereby, Mortgagor may continue to collect and enjoy such rents and profits without accountability to Mortgagee. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies.~~

10. Mortgagor's Continuing Obligation. The Mortgagor shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Mortgagor's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Mortgagor or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Mortgagee's right to a deficiency judgment (in the event of foreclosure) against Mortgagor or any party assuming the obligations hereunder.

11. Late Charge. Mortgagee may collect a late charge of 4% for each installment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

12. Attorney's Fees. In the event that Mortgagor shall default in its obligations hereunder and in the opinion of Mortgagee it becomes necessary or proper to employ an attorney to assist in the enforcement of collection of the indebtedness owed by Mortgagor to Mortgagee or to enforce compliance by Mortgagor with any of the provisions of the Loan Agreement or those herein contained, or in the event the Mortgagee voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Act) to protect the property herein conveyed, to protect the lien of this Mortgage, to enforce collection of the indebtedness owed by Mortgagor to Mortgagee, or to enforce compliance by Mortgagor with any of the provisions of the Loan Agreement, the Note, or those herein contained: Mortgagor agrees to pay a reasonable attorney's fee and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt. Mortgagor shall be liable for such reasonable attorney's fees and

RECORDED

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