

and/or collecting the Rents, any funds expended by Mortgagee for such purposes shall become Indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such amounts, together with interest at the default rate under the Note and attorneys' fees, if applicable, shall be immediately due and payable. Notwithstanding Mortgagee's continuance in possession or receipt and application of Rents, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence of an Event of Default. Any of the actions referred to in this Paragraph 7.1(b) may be taken by Mortgagee at such time as Mortgagee is so entitled, without regard to the adequacy of any security for the Indebtedness hereby secured.

In the event that all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall be paid and all Events of Default shall be cured, and as a result thereof Mortgagee surrenders possession of the Mortgaged Property to Mortgagor, the same right herein given to Mortgagee shall continue to exist if any subsequent Events of Default shall occur.

(c) Foreclosure and Sale: Foreclose this Mortgage pursuant to applicable judicial proceedings in order to pay the Indebtedness, and all expenses of sale and of all proceedings in connection therewith, including attorneys' fees equal to fifteen percent (15%) of the Indebtedness. In the event of any foreclosure or sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels, and if Mortgagee so elects, Mortgagee may sell the Personalty covered by this Mortgage at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of South Carolina, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Mortgaged Property is sold or the Indebtedness is paid in full. If the Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts or guaranty, assignments of lease or other security instruments, Mortgagee may at its option exhaust the remedies granted under any of said security instruments, either concurrently or independently, and in such order as Mortgagee may determine.

Mortgagee, may, in addition to and not in abrogation of the rights covered under the immediately preceding subparagraph, or elsewhere in this Article 7, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of any indebtedness owing under the Note, the Loan Agreement, the Guaranty or the performance of any term, covenant, condition or agreement of this Mortgage or any other right and (ii) to pursue any other remedy available to it, all as Mortgagee at its sole discretion shall elect, subject, however, to the provisions of Paragraph 7.16 hereof.

(d) Receiver: Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the