

- (iv) Shall further state the remaining principal balance due in connection with the Mortgage and the Note executed simultaneously herewith, the date of the last principal payment and the amount of interest, if any, accrued since the date of such last principal payment. Mortgagor shall not be required to execute and deliver any such estoppel certificate if the Mortgagor shall be in default pursuant to the terms of the within Mortgage.
8. Mortgagee agrees that it will not be an act of default under the terms of this Mortgage for the Mortgagor to modify and/or terminate any noncredit tenant lease in the ordinary course of business. Mortgagor shall not have the right to collect prepaid rents over one month in advance.
9. Subject to the rights of the holder of the Prior Mortgage, the Property described in this Mortgage and the tenant leases may be sold, transferred or otherwise conveyed by the Mortgagor, including the placing of subordinate financing upon the Property, without obtaining the prior consent (written or verbal) of the Mortgagee. No payment whatsoever is due to Mortgagee upon the transfer of title to the Property, or assignment of tenant leases, or the placing of subordinate financing, or the transfer of the Mortgagor's interest in the lease hold estate, or the improvements placed on the Property described herein.
10. It shall not be an act of default under the terms of this Mortgage for a portion of the property described herein to be taken by eminent domain unless said condemnation creates an actual default under the terms of the Bi-Lo, Inc. (Anchor Tenant) and that act of default is used by the Anchor Tenant to terminate its lease. The occurrence of any damage to the improvements or the taking of any of the property under the power of eminent domain will not relieve the Mortgagor of any of its payment obligations under the promissory note secured hereby, and if any payments of principal and interest under said promissory note are not made when due then Mortgagee shall have the right, notwithstanding any other provisions of this Mortgage, to apply any condemnation proceeds, to which Mortgagor is entitled, to such payments.
11. Notwithstanding anything to the contrary contained in this Mortgage, if the holder of the Prior Mortgage shall in any instance make all or any part of the proceeds of insurance or condemnation award(s) available to Mortgagor for restoration, then Mortgagee shall also make such proceeds available to Mortgagor for restoration.
12. Mortgagor (the "Assignor") does hereby set over, transfer and assign to Mortgagee ( the "Assignee"), its successors and assigns, all its right, title and interest in and to all leases (the "Leases"), now or hereafter affecting the Premises together with all rents (or payments in lieu of rents) payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee.
- The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as the Assignor might have pursued but for this assignment.