Street Services

of personal property of every kind and nature whatsoever, now or hereafter located in, upon or under said property and used or usable in connection with any present or future operation or enjoyment of said property and now owned or hereafter acquired by Mortgagor, together with all additions thereto and replacements thereof, this mortgage further constituting a security agreement under the Uniform Commercial Code of the State of South Carolina in respect to personal property; and

profits which are now due or may hereafter become due by reason of the land or the improvements thereon, reserving only the right to Mortgagor to collect said rents so long as there is no default in the payment of the indebtedness hereby secured. In the event of a default in the payment of said indebtedness or any part thereof, principal or interest, Mortgagee may enter upon said premises and collect rents therefrom and Mortgagee is hereby constituted and appointed as Mortgagor's agent and attorney-in-fact to collect such rents by any appropriate proceedings. The net amount so collected shall be applied towards the indebtedness hereby secured; and

respect of said premises, including interest thereon and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of said property, or any part or parcel thereof, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

ments and fixtures, together with all of the privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining (all of which are collectively referred to herein as the "premises") unto the Mortgagee, its successors and assigns. And Mortgagor does hereby bind its successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee, its successors and assigns, from and against the Mortgagor, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor covenants and agrees as follows: