- 8. None of the Property hereinabove described will be conveyed (in trust or otherwise), transferred, mortgaged or further encumbered while this Mortgage is in effect, unless the Lender shall have given its prior consent in writing thereto. Nor shall Borrower or Owner, without the prior written consent of Lender, place any secondary or subordinate financing on the Property.
- 9. In the event of the passage after the date of this instrument of any law of the State of South Carolina deducting from the value of the land for the purposes of taxation any lien thereon or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Lender, the whole sum secured by this instrument with interest thereon, at the option of the Lender, shall immediately become due, payable and collectible without notice to any party.
- The Lender shall have the right after default in any of the terms, covenants or agreement herein contained or contained in the aforesaid Note to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing; and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured, and the Lender at its option and in lieu of an appointment of a receiver shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises as provided above, the Borrower or any person in possession thereunder, as a tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by writ of ejectment, summary ejectment or other lawful remedy.
- ing any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder; and all rights shall be cumulative. In case the Lender voluntarily or otherwise shall become a party to any suit or legal proceedings to protect the Property herein conveyed or to protect the lien of this Mortgage, the Lender shall be saved harmless and shall be reimbursed by the Borrower for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceedings; and the same shall be secured by this Mortgage and its payment