

hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto. Mortgagee, may at any time and from time to time, without notice:

- (a) Release any person liable for payment of any indebtedness secured hereby.
- (b) Extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- (c) Accept additional security of any kind.
- (d) Release any property securing the indebtedness.
- (e) Consent to the making of any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.

15. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. If the Mortgagor becomes bankrupt or insolvent, or if any petition is filed by or against it under any bankruptcy or insolvency law, or a receiver is appointed for its property, or it makes an assignment for the benefit of creditors, then Mortgagee, without notice or demand, may declare all indebtedness secured hereby immediately due and payable.

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17. That no existing or future lease which covers the premises or property or any part thereof shall be cancelled, surrendered or modified without the written consent of the Mortgagee. That a detailed statement, in writing, of the rents and profits and operating expenses, and the names of the tenants in possession, with the expiration dates of their leases and rental agreements and the rents reserved thereunder, shall be furnished to the Mortgagee within ten days after a written request therefor has been made, at any time and for any period specified in such request, provided, however, that the Mortgagor shall not be required to furnish more than one such statement in any calendar year. That the indebtedness secured by this mortgage shall immediately become due and payable at the option of the Mortgagee after default in complying with any of the foregoing covenants in this paragraph.

If Mortgagor shall fully perform all obligations, covenants and agreements of this mortgage, and of the note secured hereby, then this mortgage and all assignments herein contained shall be null and void; otherwise to remain in full force and effect.

This mortgage shall inure to and bind the successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, on this the 22 day of December, 1958.

Signed, Sealed and Delivered in the Presence of:

PLEASANTBURG SHOPPING CENTER, INC. (LS)

[Signature]

By [Signature]
President

Patrick C. Zant

And [Signature]
Secretary.