

together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining; and if the improvements on said property is rented, leased or operated as a business property, to include, but not be limited to all and singular all fixtures, equipment and other articles of personal property, now owned by the mortgagors and located upon the above described property, or hereafter acquired and located thereon, and used in connection with the operation and maintenance of the improvements situate thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors or assigns, forever, and the Mortgagors do hereby bind themselves and their heirs, executors, administrators, or assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors or assigns, from and against them and their heirs, executors, administrators, or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagors do and shall well and truly pay, or cause to be paid, unto the said Mortgagee, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon as aforesaid, and shall perform the covenants herein contained according to the true intent and meaning of said Note and this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue.

The Mortgagors covenant and agree that they will:

1. furnish to the Mortgagee without cost to the Mortgagee an annual statement, in form and certified in a manner satisfactory to Mortgagee, setting forth all income and expenses derived or incurred from the operation of the Mortgagors business conducted upon said property and the operation of the improvements situate thereon within ninety (90) days from the end of the calendar or fiscal year of such operations.

2. pay the indebtedness as hereinbefore provided.

3. pay when due, all taxes, assessments, levies, and charges upon or against the property herein described, of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in South Carolina against the Mortgagee on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest on the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess to be paid by the Mortgagee; and will immediately deliver to the Mortgagee official receipts therefor.

4. keep the buildings now or hereafter on said premises insured against loss and damage by fire, tornado and windstorm, and against such other hazards as the Mortgagee may require, including business interruption, in amounts satisfactory to the Mortgagee, plus an amount sufficient to prevent any co-insurance liability of the owner of the property or the Mortgagee, for the benefit of the Mortgagee, loss, if any, to be made payable in the policy or policies of insurance to the Mortgagee as its interest may appear, the loss payable clauses to be in such form as the Mortgagee may require. All insurance shall be in companies approved by the Mortgagee and the policies and renewals thereof shall, when issued, be immediately delivered to the Mortgagee to be held by it; Mortgagors will pay all premiums for such insurance when due and immediately deliver to the Mortgagee official receipts therefor, and if the Mortgagors fail or refuse to keep said premises so insured the Mortgagee may obtain such insurance without prejudice to its right to foreclose hereunder by reason of such default. In the event of loss the Mortgagors will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagors and the Mortgagee jointly. The proceeds of any insurance, or any part thereof, may be applied by the Mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. The Mortgagee may, at its option, pay any such insurance premiums, taxes, assessments, levies or charges against the premises of which payment, amount and validity thereof the official receipt shall be conclusive evidence and any amounts so expended shall immediately become debts due by the Mortgagors, shall bear interest at the rate specified in the note secured hereby, and their payment shall be secured by this Mortgage.

5. keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted.

6. not commit or permit any waste; and the Mortgagee shall have the right to inspect the premises at all reasonable times; and access thereto shall be permitted for that purpose to it or its authorized agents.

As further security for the payment of the Note hereinabove mentioned and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, Mortgagors, hereby sell, transfer and assign unto the Mortgagee all the right, title and interest of the Mortgagors in and to the rents, issues, profits, revenues, royalties, rights and benefits from the above described property, and to that end Mortgagors hereby assign and set over unto the said Mortgagee all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and Mortgagors do hereby authorize and empower the said Mortgagee to collect said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and do hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as they may now be due or shall hereafter become due to the said Mortgagee, upon demand for payment thereof by said Mortgagee; it being understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured hereby or in the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage or the Note secured hereby; and until such demand is made, Mortgagors are authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid, by the Mortgagors shall not operate to permit the collection of any rents in advance of the date same is due under the terms and provisions of said lease or leases.

Mortgagors covenant and agree: (i) that they will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by them as Landlord (or similar designation) under any lease in effect on the date hereof covering all or any part of the above described property, whether one or more, hereinafter referred to individually and collectively as "Tenants' Leases," and (ii) that they will not do, permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' Leases.

If Mortgagors shall, in any manner, fail in any of the above covenants and agreements, Mortgagee may (but not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagors in the performance of or compliance with any of Mortgagors' covenants or obligations under any of said Tenants' Leases. Mortgagee shall have the right to enter upon the within described property to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagors. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion, deems necessary for any such purpose, and Mortgagors hereby agree to pay to Mortgagee, immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at the rate provided for in the Note secured hereby. All sums so expended by Mortgagee, and the interest thereon, shall be added to and secured by the lien of this instrument. Mortgagors will give Mortgagee immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Any default in any of the terms, conditions, covenants or agreements contained in any separate assignment of Lessor's interest in leases given as additional security for this loan shall constitute an event of default under this Mortgage.

Upon the condemnation of the premises or improvements or any part thereof, the entire unpaid balance of the note secured hereby shall, at the option of the Mortgagee, at once become due and payable, and any awards paid for such taking is hereby assigned to the Mortgagee to further secure the above referred to indebtedness; and Mortgagee is hereby authorized and empowered (but not required) to collect and receive such awards and is authorized to apply it in whole or in part in reduction of the then outstanding debt secured by this Mortgage, notwithstanding the fact that the same may not then be due and payable. Any amounts so applied to principal shall be applied to the principal last maturing hereon. Mortgagors agree to execute such further assignments of any such awards as the Mortgagee may require.