BOOK 1271 PAGE 823

terms thereof, or in the performance of any covenant, condition or agreement of this Mortgage, then the whole indebtedness hereby secured with all interest thereon, and all other amounts secured hereby, shall, at the option of Mortgagee, become immediately due and payable and this Mortgage subject to foreclosure in accordance with the statutes and decisions of the State of South Carolina. Mortgagee shall be privileged to bid at the sale in such foreclosure proceedings up to the amount of the indebtedness due it under the final judgment of foreclosure without the actual advance of any cash therefor. Any excess of Mortgagee's bid shall require payment of such excess in cash.

- 11. The Mortgagor and all parties endorsing its obligation shall be obligated for the following, to wit: All principal and interest, all costs and expenses reasonably incurred by Mortgagee including, without limitation, court costs, abstracts, attorney's fees, taxes, assessments, insurance and liens (which Mortgagee shall have paid or shall be obligated to pay in order to preserve its priority status). And any final judgment of foreclosure shall include all such items as indebtednesses due Mortgagee by Mortgagor and which shall constitute a lien against the property, both real and personal, mortgaged and encumbered hereby. Any deficiency resulting from a foreclosure shall entitle the Mortgagee as a matter of right to a judgment against the Mortgagor for such deficiency.
- 12. This Mortgage may be assigned or cancelled in full by any Trustee of Mortgagee or any Trustee of First Virginia Mortgage and Real Estate Investment Trust, and any assignee or the Mortgagers, their successors and assigns, shall not be required to look beyond the execution and delivery of an assignment of cancellation so executed and delivered.
- 13. After foreclosure of this Mortgage, Mortgagors and all holding under them shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.