

13. That the mortgagor, for himself and his heirs and assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee is given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of 5 per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents with such accountability as may be required by the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned. This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof. In case the whole or any part of said property shall become vacant, the said mortgagee is authorized to let the same in the name of the mortgagor, either by it or through an agent appointed by it for the purpose, and authority is hereby given to pay such agent, for his services, five per cent of the rents collected. Mortgagor shall furnish to mortgagee a certified annual accounting of all rental income, such accounting to be furnished on or before 90 days after the end of mortgagor's fiscal year. Upon a default as defined in paragraph 24 hereof, mortgagee shall immediately be entitled to the appointment of a receiver for the purposes of this paragraph.

14. That the rights and remedies hereunder are cumulative and adoption of any one or more of said remedies shall not impair the other rights and remedies herein conferred upon the mortgagee, or otherwise given by law, all or any of which remedies may be pursued separately or concurrently.

15. That the Note herein secured or any part of the principal or interest thereof, or any instrument securing said note, may be renewed or extended from time to time by the mortgagee at his or its option at the request of the then owners of the mortgaged property, or at the request of any party bound thereon, without the consent of or notice to other parties bound thereon and without releasing, discharging or modifying their liability then existing thereon.

16. That in the event of the passage after date of this mortgage of any law of the State of South Carolina or any other governmental authority deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages for federal, state or local purposes or the manner in the collection of any such taxes so as to make it obligatory on the mortgagee to pay such tax, then, the whole of the principal sum secured by this mortgage together with the interest accrued thereon shall, at the option of the mortgagee after thirty days' notice to mortgagor, become due and payable.

17. The failure of mortgagor as lessor to comply with any and all of the terms and provisions of any lease or leases assigned to third party as security for the note secured hereby shall constitute a default hereunder.

18. It is hereby understood and agreed that the waiver by mortgagee of any default in the note or this mortgage or any other instrument securing said note shall not constitute a waiver of any subsequent default or defaults.

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Page 6 of an 8 page mortgage dated December 27, 1973, by and between Westside City, Inc., mortgagor, and Southern Bank & Trust Company, mortgagee. Mortgagor to initial here: W.C. [Signature] [Signature].