

23. This mortgage shall constitute a Security Agreement under the Uniform Commercial Code as adopted by the State of South Carolina so that the mortgagee shall have and may enforce a security interest in any or all of the fixtures, machinery, equipment, furnishings and other articles of personal property hereby mortgaged, in addition to the lien hereby imposed upon the same as a part of the real estate; and mortgagor agrees to execute, as debtor, such financing statement or statements as mortgagee may now or hereafter reasonably request in order that such security interest or interests may be perfected pursuant to said Code. In any event, the mortgagee is hereby authorized to file a Financing Statement under the Uniform Commercial Code covering all fixtures, equipment and articles of personal property covered by this Mortgage.

24. Mortgagor agrees to pay to mortgagee on demand all costs and expenses incurred by mortgagee in connection with the preparation, execution, recording, filing and refiling of any instrument or document which mortgagee may require in order to perfect and maintain mortgagee's security interest under the Uniform Commercial Code upon the fixtures, including the charges for examining title and a reasonable attorney's fee for rendering an opinion as to the priority of this mortgage and security agreement as a valid second lien. Neither a request made by mortgagee to mortgagor to execute any instrument or document to perfect or maintain mortgagee's security nor the failure of mortgagee to make such a request shall be construed as a release of the fixtures, or any part thereof, from the lien of this mortgage, it being understood and agreed that this covenant and any such security delivered to mortgagee are cumulative and given as additional security.

25. All covenants herein contained are intended and shall be held to be real covenants running with the land.

26. Except in the ordinary course of business, the owner of the Mortgaged Property will not, without the prior written consent of the mortgagee, accept prepayment of rents, under any lease or rental agreement now or hereafter affecting said Mortgaged Property or any part thereof or modify any of said leases so as to shorten the term, decrease the rent, or make any other material modification in the terms thereof, and any such purported prepayment or modification, or any purported assignment or attempted assignment of rents from the Mortgaged Property or any part thereof, without the written consent of the mortgagee, shall be void against the mortgagee.

27. If the mortgagor shall default hereunder and the mortgagee shall elect to accelerate the indebtedness secured hereby, the mortgagor within (5) days after demand will pay over to the mortgagee or, to the extent permitted by law and under any mortgage constituting a prior lien to this Mortgage, to any receiver appointed