

20. In case of any sale under this mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent permitted by the laws of the State of South Carolina, the Premises or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Any one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

21. Mortgagor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

22. Mortgagor agrees that it will not transfer, sell or assign the Premises, nor incur or suffer to exist any additional financing secured by the Premises without the prior written consent of Mortgagee. If without the prior written consent of Mortgagee any such transfer, sale or assignment is made or any mortgage (other than any specifically consented to in this mortgage) is executed by Mortgagor granting a security interest in the Premises (or any portion thereof) or if any modification or amendment to any Mortgage specifically consented to in this mortgage is executed by Mortgagor, such events shall constitute an event of default hereunder.

23. The right is hereby reserved by the Mortgagee to make partial release or releases of security hereunder, agreeable to the Mortgagee, without notice to, or the consent, approval or agreement of others in interest, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the security remaining, nor release the personal liability of the Mortgagor or Guarantors for the debt hereby secured.

24. If any part of the indebtedness evidenced by or arising under this mortgage or the aforementioned real estate note cannot be lawfully secured by this mortgage, or if any part of the above-described property purported to be mortgaged hereunder cannot be lawfully subject to the lien hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this mortgage.

25. No provision of this mortgage shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. If any excess of interest in such respect is herein provided for, or shall be adjudicated to be so provided for herein, the Mortgagee shall not be obligated to pay such interest in excess of the amount permitted by applicable law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any other provision of this mortgage.

26. In its sole discretion, Mortgagee may apply to any portion of the Secured Indebtedness the proceeds realized from a sale or other disposition of the Premises pursuant to a default in this Mortgage.

27. If the Secured Indebtedness is now or hereafter further secured by security agreements, chattel mortgages, real estate mortgages, pledges, contracts of guaranty, assignments of leases, assignments of life insurance policies, or other securities,