

of any power herein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy.

(b) The Bank shall have and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Property all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of South Carolina. If notice to the Industry of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in the Loan Agreement) at least 10 calendar days prior to the date of intended disposition.

(c) The Bank may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of South Carolina in such case made and provided, and to apply the proceeds arising from any sale, first, to the payment of the indebtedness secured hereby, including all expenses, liabilities and advances of the Bank and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees the Industry agrees to pay, and, second, to the payment of any obligations of the Industry to the County under the Loan Agreement, and, third, to return any surplus to the Industry or such