

1923-1937

10. The Banks shall not be obligated to perform or discharge any obligations of the mortgagor with respect to the leaseholds, and the mortgagor agrees to, and does hereby indemnify and hold the Banks harmless against any and all liability, loss or damage which the Banks may incur under any lease granting such leasehold or under or by reason of this mortgage, and from all claims and demands whatsoever which may be asserted against the Banks by reason of an act of the Banks under this mortgage.

11. In the event there shall be any default in the payments, terms or provisions of any lien against a portion or all of the property conveyed herein, having priority over the lien created herein, mortgagor shall be in default.

In every instance herein where mortgagor shall fail to pay any amount when due, or fail to comply with the terms of this instrument, the Revolving Credit Agreement, the Term Loan Agreement, or any other instrument executed in connection with or securing the Notes, the same shall constitute default hereunder, and the Banks at their option may, without limitation, but by way of specific inclusion, do any one of the following:

(a) Demand the entire principal debt, advances hereunder, and accrued interest, service fee and charges;

(b) Advance the funds necessary to satisfy the obligation and demand payment within thirty (30) days from date of said demand, together with interest thereon at the same rate indicated in the evidence of indebtedness, all of which shall be secured by this mortgage;

(c) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advance will bear interest and service fee at the rate of the evidence of indebtedness, all of which shall be secured by this mortgage.

12. When all obligations under this mortgage and the Notes secured hereby have been discharged in full, the Banks shall deliver to mortgagor a legally sufficient release of the lien of this mortgage at mortgagor's expense, together with said Notes duly cancelled.

13. In the event of the passage after the date of this mortgage of any law of the State of South Carolina deducting from the value of the land for the purpose of taxation the value of any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of the Banks, then, and in such event, mortgagor shall bear and pay the full amount of such taxes, provided that if for any reason payment by the mortgagor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Notes, or the within instrument, or otherwise, the Banks may, at their option, declare the whole sum secured by this mortgage, with interest thereon, to be immediately due and payable, or the Banks may, at their option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event mortgagor shall, concurrently therewith, pay the remaining lawful and non-usurious portion or balance of said taxes.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, its certain attorneys, successors or assigns, the said debt, with interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his successors or assigns, according to the conditions and agreements of the said

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