

15. That any waiver by the Mortgagee of any condition, stipulation or covenant of this mortgage, or of any violation thereof, shall not be construed as a waiver of any similar or other act, or acts, or omissions at any subsequent time. Where, by the terms and conditions of this instrument or of the note secured hereby, a day or time is fixed for the payment of any money or for the performance of any other obligation or agreement, the time stated enters into the consideration and is of the essence of this entire contract.

16. The Mortgagor shall promptly notify the Mortgagee, in writing, of the occurrence of any of the following events, to-wit: (a) the existence of any default by the Mortgagor in the performance and observance of all of the terms, conditions and covenants to be performed by Mortgagor as Lessor, or Lessee, or Assignee of the same, under any Lease affecting the mortgaged premises, (b) receipt of actual knowledge or notice of the condemnation of the whole or any portion of the mortgaged premises, (c) actual knowledge of the fire or other casualty loss of the whole or any portion of the mortgaged premises, and (d) receipt of written notice or actual knowledge of the filing of any judgment, mortgage, mechanic's lien or materialman's lien, attachment or any other lien or charge against the interest of the Mortgagor in the demised premises. If the Mortgagor receives written notice of any of the above event or events relating to the mortgaged premises, Mortgagor shall immediately cause a copy of said notice to be sent by certified United States Mail to the Mortgagee.

17. That until the entire indebtedness secured hereby is paid in full, the application of any insurance proceeds, condemnation proceeds or award or any part thereof to the reduction of said indebtedness, as hereinbefore provided, shall be in inverse order of its maturity, and shall not abridge or postpone the obligation of the Mortgagor to make the regular payments set out in the note evidencing the principal indebtedness secured hereby.

18. The Mortgagor shall, upon request by the Mortgagee, execute and deliver any such instrument which the Mortgagee deems useful, desired or required to permit the Mortgagee to cure any default under the terms of any Lease or to maintain, preserve and keep intact all leases in the premises to which Mortgagor is a party, either as Lessor or Lessee.

19. That if the Mortgagor shall become a party to any suit at law or in equity or any administrative proceedings in reference to the interest of the Mortgagor in the premises described herein, and if the Mortgagee deems it necessary or desirable to take any action, either out of court or by suit, or to intervene in any pending suit or proceedings, in order to defend or uphold the security of this instrument, including, but not limited to, eminent domain proceedings, the costs and expenses thereof, including a reasonable attorney's fee, shall be paid by the Mortgagor and in default of such payment by Mortgagor shall be added to the indebtedness secured hereby and collectible as a part thereof.

20. That the Mortgagor shall upon request of Mortgagee execute and furnish to the Mortgagee such Financing Statements, continuation statements and other such documents as Mortgagee may from time to time require in order to provide and maintain for the benefit of Mortgagee a prior, perfected security interest covering all chattels and equipment located and used or usable in connection with the above described property (except such items as may be the property of Lessees occupying any portion of the property under a Lease approved by the Mortgagee) in compliance with and in order to obtain the benefit of the Uniform Commercial Code as adopted in the State of South Carolina, and this instrument shall be construed for such purposes as a Security Agreement covering such chattels and personal property.

21. That Mortgagor further covenants and agrees to promptly and fully comply with all the terms and conditions of any commitment letter issued by Mortgagee, as amended, covering the loan which this Mortgage secures, and in the event all of the conditions set out in said commitment letter are not complied with, the Mortgagee shall have the right to declare the entire amount then owing under said note, including both principal and interest, immediately due and payable.

22. In addition to its other rights hereunder, the Mortgagee, at all times, shall have the right (but shall not be required) to cure on behalf of the Mortgagor any default under the terms of any Lease, which in the sole