

9. Remedies. Upon the commencement of an action to recover damages for personal injuries, or for the death of a person, the plaintiff may sue for such damages as he has suffered, or for a sum which he may demand, and the defendant may defend himself, or may sue for damages which he has suffered, or for a sum which he may demand, and the plaintiff may defend himself.

10. Appointment of Receiver. Upon the occurrence of any of the events of default specified in the Mortgage, or upon the appointment of a receiver by the court and the court's entry of an order authorizing the receiver to perform acts necessary and acceptable for the operation and maintenance thereof, or upon the entry of an order of the court for the removal or replacement of any of the managers of the Project, and the removal or replacement of any of the managers of the Project, and for the management or maintenance of the Project, as well as such terms as are deemed just and reasonable by the Project Manager, the receiver shall be entitled to receive a reasonable fee for managing the Project. A copy of the fees pursuant to this paragraph shall be made available to the costs of managing the Project and maintaining the Project, and managing the costs of using but not hiring an attorney, a fees receiver's fees premiums on receivables and costs of regular to the Project, premiums of insurance on real taxes, assessments and other charges on the Project, and the costs of advertising and/or searching for a buyer of the Project as lessor or assignee of the Project, and other expenses incurred by the Mortgagee. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Project, and shall be able to account for all monies received by the receiver. Mortgagee shall not be liable to Mortgagee for any damage caused by Mortgagee's interference in the interest in the Project by reason of any delay in the exercise of Mortgagee's rights in the Project, or by reason of any delay in the control of and managing the Project and in collecting the rents of the Project, or by reason of any delay in the payment of the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee in liquidated damages, the Mortgagee unless Mortgagee and Mortgagor agree in writing to otherwise, shall be entitled to payment of interest at the rate of 12% per annum of the sum so expended from the date of disbursement of the sum stated in the Note unless payment of interest at such rate will not suffice to cover the amount so expended. Such amounts shall bear interest at such rate plus one-half percent above the rate in Mortgagor's original application for the entering, using and maintaining of title to the Project. Mortgagee or the receiver and the appraiser of rents as may be determined shall not

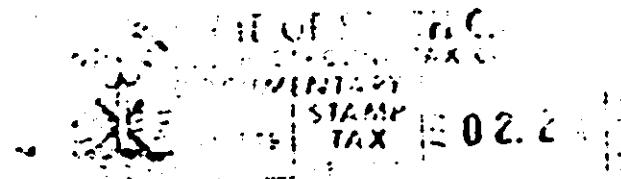
12. Waiver by Mortgagor. Mortgagor understands that your default terminates during other remedies set out herein and in the applicable provisions from time to time the Mortgagor may forego the right to terminate them as set forth above and in accordance with Section 16-1002(d) of South Carolina Code, Section 16-1002(d) of which expressly waives any defenses as to acceleration of the Mortgagor's note under Section 16-1002(d)(1) of such Section 16-1002(d) of South Carolina Code, as well as any other defense or defense arising under any provision of the Note or the Mortgagor's note, as well as any other defense or defense arising under any provision of the Note or the Mortgagor's note.

13. Notices. All notices given under these terms and conditions shall be in writing and shall be signed by the party giving notice and sent by registered post or fax to the address of the other party, which shall be deemed to be located in the place where the party to whom directed has its principal office or such other known to the party sending the same. The parties shall be deemed to have received a notice or other document

14. Miscellaneous

- b) The understanding and agreement of the other members of Management Board of the formation of strong relationship between educational institutions and the newspaper and the transfer of the newspaper to Management Board of the newspaper regarding all matters such as educational and research activities and other activities of the newspaper or otherwise, which are necessary for the development of the newspaper and its educational and research activities of interest thereon, documents and information held by the educational institutions concerned.
 - c) The appointment of a committee to manage the affairs of the newspaper and its assets and the successor of the editor of the newspaper shall be appointed by the chairman of the Management Board of the newspaper to be confirmed by the members of the Management Board.
 - d) Approval of the Management Board of the newspaper to the implementation of the financial arrangements between the newspaper and educational institutions and the amount of money to be received by the Management Board of the newspaper from the educational institutions for the time and place to the extent of the implementation of the financial arrangements.
 - e) The transfer of the assets of the educational institutions to the Management Board of the newspaper for the purpose of reference to the chairman of the Management Board of the newspaper to be confirmed by the members of the Management Board.
 - f) The transfer of the assets of the Management Board of the newspaper to the chairman of the Management Board of the newspaper for the purpose of reference to the members of the Management Board of the newspaper to be confirmed by the chairman of the Management Board of the newspaper.
 - g) The transfer of the assets of the Management Board of the newspaper to the chairman of the Management Board of the newspaper for the purpose of reference to the members of the Management Board of the newspaper to be confirmed by the chairman of the Management Board of the newspaper.

(Derivation) This is the identical property conveyed to Roosevelt Lister by deed of Frances B. Lister on January 12, 1919, to be recorded in the R.W. C. office for Greenville County.



² See also the discussion of the relationship between the two concepts in the section on "The Concept of Space-Time" below.

Sources: 1986-87 & 1987
De Jure & De Facto

Don E. Van
July 14, 1988

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