

13. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee.

14. In the event for any reason whatsoever, any payment by or act of the Mortgagor pursuant to the terms hereof or pursuant to any requirement of any provision hereof or pursuant to the Note shall result in payment of interest which would exceed the limit authorized by or be in violation of the law of the State of South Carolina then ipso facto the obligation of the Mortgagor to pay interest or perform such act or requirement shall be reduced to the limit authorized under such law, so that in no event shall the Mortgagor be obligated to pay any interest, perform any act, or be bound by any requirement which would result in payment of interest in excess of the limit so authorized. The provisions of this paragraph shall control every other provision of the mortgage.

15. In order more fully to protect the security of this mortgage, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the Note in the event of any termination of the A&P Lease (but subject to the provisions of Paragraph 36 of this Mortgage) the Mortgagor will pay to the Collection Agent, as hereinafter defined, on the first day of each month until the note is fully paid the following amount:

- (a) comprising (i) the sum of taxes, and (ii) the sum of assessments next due on the premises, and (iii) the sum of the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises (as estimated by the Mortgagee), each said sum referred to in subparagraphs (i), (ii) and (iii) herein to be reduced by such amounts as already paid therefor and then to be divided by the number of months to elapse before one month prior to the date when such sums will become delinquent, but in no event shall such amount be less than the amount then due for such items under the First Mortgage. Such amount shall be held by the Collection Agent (but not in trust and without interest) to pay said premiums, taxes and special assessments before the same become delinquent.
- (b) all payments mentioned in the preceding subsection of this paragraph and all payments to be made under the Note shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Collection Agent in the manner set forth in the Collection Agreement.
- (c) If there should be a default under any of the provisions of this mortgage and an action or proceeding shall be commenced to foreclose this mortgage, the Mortgagee shall be, and hereby is, authorized and empowered to apply, at the time of the commencement of such action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated for taxes, assessments, and fire insurance premiums as a credit against the amount of principal then remaining unpaid under this mortgage.

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