

the Personal Property at the place of sale, and upon such terms and in such manner as Mortgagee may determine, Mortgagee may be a purchaser at any such sale; or

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage.

(vi) Upon the occurrence of an event of default under this Mortgage, the Mortgagee reserves the option, pursuant to the appropriate provisions of the Uniform Commercial Code ("Code") to proceed with respect to the Personal Property (which, for purposes of this paragraph is instead referred to as the "Collateral") as part of the real property in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. If Mortgagee shall elect to proceed with respect to the collateral separately from the real property, ten (10) days notice of the sale of the Collateral shall be deemed to be reasonable notice.

(g) Appointment of Receiver. If an event of default under this Mortgage occurs and is continuing, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Premises or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Premises, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers of Mortgagee and shall continue as such and exercise all such powers until the date of sale of the Premises, unless such receivership is sooner terminated. The Mortgagee hereunder or any holder of the Note may be appointed as such receiver.

(h) Retention of Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of the Mortgagor, or of any of the Mortgagor's property, or of the Premises or any part thereof, the Mortgagee shall be entitled to retain possession and control of all property now or hereafter granted, bargained, sold, mortgaged, warranted, conveyed, pledged and/or assigned to or held by the Mortgagee under this Mortgage.

(i) Remedies not Exclusive. The cumulative rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be construed to be exclusive nor an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. In addition to any remedies provided herein for Default hereof, Mortgagee shall have all other remedies allowed under the laws of the State of S. C., and the laws of the United States. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any Default shall be construed to prejudice its rights in the event of any other or subsequent Default. No delay on the part of Mortgagee in exercising any of such rights shall be construed

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