

32. Miscellaneous. On request Grantor will furnish to the holder of the Note a written statement of the amount due hereunder. This Mortgage may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. This Mortgage shall be binding upon Grantor and the respective heirs, legal representatives, successors and assigns of Grantor, and all persons claiming under or through Grantor or any such heirs, legal representatives, successors or assigns, and shall inure to the benefit of and be enforceable by Grantee and its successors and assigns and any other holder of the Note. The use of the singular form herein shall include the plural, and the neuter gender shall include the masculine and feminine. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Mortgage may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Mortgage is not executed in, but shall be governed by, the laws of the State of South Carolina.

33. Limitation of Liability. In any action brought to enforce the obligation of the makers of the Note to pay the indebtedness evidenced by such Note or to enforce the obligation of the parties executing this instrument to pay any indebtedness or obligation created or arising under this instrument, the judgment or decree shall be enforceable against such parties only to the extent of their interests in the Demised Estate or subject to any other security instrument securing the Note, and any such judgment shall not be subject to execution on, nor be a lien on, assets of such parties other than their interests in the Demised Estate or subject to any other security instrument securing the Note.

34. Security Agreement. This instrument is intended to constitute a security agreement as required under the Uniform Commercial Code of South Carolina and is intended to operate and is to be construed as a mortgage passing title to the Demised Estate to Grantee and is made under those provisions of the existing laws of the State of South Carolina relating to mortgages and is given to secure a debt evidenced by the Note.

IN WITNESS WHEREOF, Grantor has caused this Mortgage to be executed under seal by its duly authorized officers and the corporate seal affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

JHRD 430 CORP.

By Joseph N. Doyle (SEAL)  
Joseph N. Doyle - President

Elizabeth Eason  
Unofficial Witness  
Elizabeth Eason

Attest: Arthur R. Kinder  
Arthur R. Kinder - Secretary

Echel M. Loberg  
Echel M. Loberg, Notary Public  
My commission expires May 22, 1975