

PROVIDED ALWAYS, that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or any other instrument or agreement executed to secure the indebtedness or in the note secured hereby, and all renewals, modifications and extensions thereof. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the obligations, terms, conditions, and covenants of this mortgage, of the note secured hereby or of any other instrument or agreement by the Mortgagor in connection therewith, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there shall be any default in any of the terms, conditions or covenants of this mortgage, of the note secured hereby, of the loan commitment, security agreement, building or construction loan agreement, or of any other agreement by the Mortgagor in connection therewith, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable without further notice and this mortgage may be foreclosed. Should legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, including reasonable attorney's fees, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and be recovered and collected hereunder.

The covenants, agreements, and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This mortgage may not be amended or modified except by an instrument in writing, excuted by the party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, ~~each of the undersigned sets his hand and seal of his office, as a director, and has caused this instrument to be signed by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.~~ the said Limited Partnership, by its General Partners, has caused this Mortgage and Security Agreement to be executed by and on behalf of said Limited Partnership, the day and year first above written.
Signed, sealed and delivered
in the Presence of:

Jack H. Mitchell, Jr.
Witness
Paul D. L. J.
Witness

SOVEREIGN REALTY 1981 - II, a South Carolina Limited Partnership
BY: *William C. Stuart* (SEAL)
William C. Stuart
Robert J. Weems (SEAL)
Robert J. Weems
W. Lynn Smith (SEAL)
W. Lynn Smith

Jack H. Mitchell, Jr.
Witness
Paul D. L. J.
Witness

U. S. STORAGE CORP.
CORPORATE NAME
By: *Robert J. Weems*
Robert J. Weems, President
General Partners
ARREST
Secretary

(Corporate Seal)

