

shall not limit or expand or otherwise affect any of the terms hereof.

5.04 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Loan Documents shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained in the Loan Documents shall be in no way affected, prejudiced or disturbed thereby; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

5.05 Changes, Etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of any of the Loan Documents or the release of any part of the Property from the lien hereof shall not impair the priority of the lien of this Mortgage.

5.06 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of South Carolina.

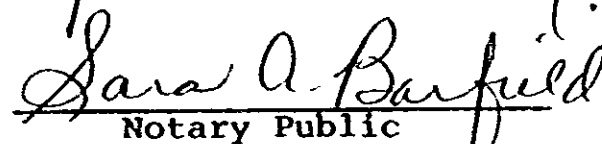
5.07 Duplicate Counterparts. This Mortgage has been prepared, executed and delivered in three duplicate counterparts for the purpose of simultaneous recording in Greenville County, South Carolina, Anderson County, South Carolina and Pickens County, South Carolina.

5.08 Partial Foreclosure. Mortgagor hereby waives any right to require Mortgagee to foreclosure or exercise any of its remedies against all of the Property as a whole or to require Mortgagee to foreclose or exercise any of its other remedies against all of the Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Property prior to the foreclosure or exercise of said remedies against other portions of the Property.

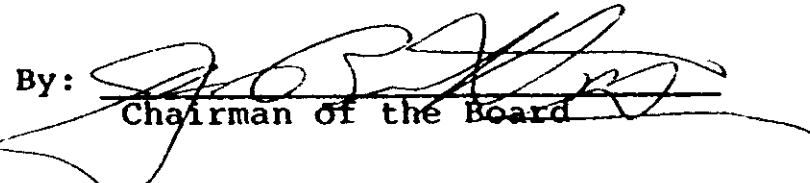
IN WITNESS WHEREOF, the Borrower has executed this Mortgage to be duly executed by its duly authorized corporate officers on the date first above written.

Signed, Sealed & Delivered
In the Presence of:

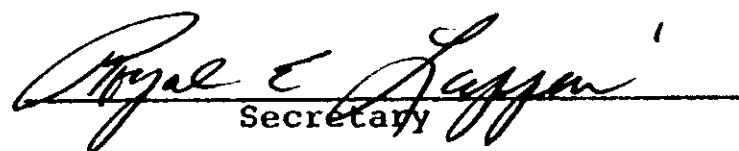

Witness


Notary Public

WOVEN ELECTRONICS CORPORATION

By: 
Chairman of the Board

ATTEST:


Secretary

[CORPORATE SEAL]