

may determine. Any application of any amounts or any portion thereof held by Mortgagee at any time as additional security hereunder, to any indebtedness secured hereby shall not extend or postpone the due dates of any payments due from Mortgagor to Mortgagee or change the amounts of any such payments or otherwise be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice.

22. Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Mortgage Indebtedness or to require the Mortgagee to pursue its remedies against any other such assets.

23. Estoppel Certificate. The Mortgagor agrees, forthwith upon request of the Mortgagee, to execute and deliver to the Mortgagee, or to any person designated by the Mortgagee, a statement certifying as to the principal amount of the Mortgage Indebtedness then outstanding and the date from which interest thereon is payable and confirming whether any offsets or defenses exist against payment of the Mortgage Indebtedness.

24. Notices. Any notice which the Mortgagee may give or is required to give under this Mortgage shall, if mailed, be effective when sent as registered mail, postage prepaid, addressed to the Mortgagor (Attention: Chief Operating Officer) at the Mortgagor's address first above set forth or at such other address as the Mortgagor shall provide to the Mortgagee in writing.

25. Governing Law; Binding Effect. This Mortgage, shall be construed according to the laws of the State of South Carolina and shall be binding upon the Mortgagor and its successors and assigns and any subsequent owners of the mortgaged premises, and all of the covenants herein contained shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of the Mortgagee, its successors and assigns.

26. Headings. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.