

(t) Personalty: All of the right, title and interest of Mortgagor in and to all furniture, furnishings, equipment, machinery, building supplies and materials, goods, general intangibles, money, insurance proceeds, accounts, contract rights, inventory, books and records, vehicles (excluding Mortgagor's personal automobile, if any), trade names, trademarks, logos, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, consultant fees and development costs and all other personal property (other than the Fixtures) of any kind or character, as defined in and subject to the provisions of Article 9 of the Uniform Commercial Code, Title 36 of the Code of Laws of South Carolina (1976) which are now or hereafter located, or to be located, upon, within or about the Land and the Improvements, or which are or may be used in or related to the planning, development, financing or operation of the Mortgaged Property, together with all accessories, additions, replacements and substitutions thereto or therefor and the proceeds thereof (Mortgagor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

(u) Plans: Any and all plans, specifications, shop drawings, and other technical descriptions prepared for construction of the Improvements on the Land and all amendments and modifications thereof.

(v) Rents: All of the rents, revenues, income, proceeds, profits, security and other types of deposits and other benefits paid or payable by parties to the Leases other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, or any part thereof.

(w) Security Documents: The Loan Agreement, the Note, this Mortgage, the Guaranty and any and all other documents now or hereafter executed by Mortgagor, Guarantor or any other person or party to evidence or secure the payment of the Indebtedness or the performance and discharge of the Obligations.

Article 2

GRANT AND CONVEYANCE

2.1 Grant and Conveyance. For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand well and truly paid by Mortgagee to Mortgagor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, PLEDGED, SET OVER and RELEASED and does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, PLEDGE, SET OVER and RELEASE unto Mortgagee the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee and the successors and assigns of Mortgagee, forever; and Mortgagor warrants and covenants