

20. This instrument shall be construed as covering and securing the indebtedness herein mentioned and any and all additional indebtedness of mortgagor, whether as future advancements or otherwise, together with any renewals, modifications, or extensions of the indebtedness hereby secured, any advancements to or on behalf of mortgagor, or the mortgaged property, and any and all costs of collecting the indebtedness.

21. Time is of the essence of this agreement.

22. Nothing herein contained shall be construed to mean that interest is to be paid, accrued or collected in excess of that which may lawfully be charged or contracted for or received under the applicable usury law. If for any reason, interest in excess of the highest legal interest rate shall be paid, any such excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal by an amount equal to such excess. Neither the payment or receipt of interest in excess of the highest legal rate shall void the legal effect of this mortgage.

23. The mortgagors agree that, upon request by the mortgagee in writing, they will provide to the mortgagee current financial statements, not more than six months old, which said financial statements shall include all the assets and liabilities, together with current operating income and expenses, of the mortgagor. In the event the property subject to this mortgage shall be sold, this covenant shall run with the land and shall be binding upon any successors or assigns of the mortgagor.

24. The mortgagor and mortgagee covenant that the lease between the mortgagor and Canteen of Dixie, Inc. are a material consideration for the making of this mortgage. The mortgagor and mortgagee further covenant that any default or breach of any term or condition in any lease currently in force between mortgagor and any tenant in possession of the property mortgaged herein, shall also constitute a breach and default in this mortgage and shall constitute a basis for, at the election of the mortgagee, the acceleration of the note secured hereby.

25. The covenants 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 and singular, the use of any gender shall be applicable to all genders, and the term "mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

26. This mortgage is to be governed by and construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal this 13th day of September in the year of our Lord