

that the rights of the parties thereunder are expressly subordinate to all of the rights and title of the Lender under this Mortgage and that the lessees shall enter into a Subordination, Non-Disturbance and Attornment Agreement with Lender upon the request of Lender; (ii) any such instrument shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, the Lender may sell the Premises in the manner provided in Article II, and thereby, at the option of the Lender, sell the same subject to such instrument; (iii) at or prior to the time of execution of any such instrument, the Borrower shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of the Lender, in form and substance satisfactory to the Lender, under which such party or parties agree to be bound by the provisions of Article II, regarding the manner in which the Lender may foreclose or exercise the power of sale under this Mortgage; and (iv) all leases shall have an initial term of three (3) years.

1.08 Security Agreement. With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property referred to or described in this Mortgage, or in any way connected with the use and enjoyment of the Premises, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as a part of the Premises, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of South Carolina. Upon request by the Lender, at any time and from time to time, a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such property shall be

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