

of the Mortgagee and is made under those provisions of the existing laws of the State of South Carolina relating to real estate mortgages and is given to secure a debt evidenced by a certain note of even date herewith executed by the Mortgagor payable to the order of the Mortgagee as hereinabove stated. This Mortgage also constitutes a second security agreement under the South Carolina Uniform Commercial Code and creates a security interest in the personal property included in the Mortgaged Property and the proceeds thereof. Mortgagor shall execute, deliver, file and refile any financing statements or other security agreements Mortgagee may require from time to time to confirm the lien of the Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. This Mortgage is specifically made second and subordinate to that Mortgage, Security Agreement and U.C.C. Financing Statement, and Assignment of Rents and Leases from Mortgagor to Carteret Savings and Loan Association, F.A. of even date in the principal sum of \$4,000,000 Dollars, together with all advances, extensions, modifications and renewals thereof.

SECOND: SUCCESSORS AND ASSIGNS INCLUDING IN PARTIES.

Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such parties shall be included and all covenants and agreements contained in this

