

then mortgagee shall only be obligated to provide Mortgagor such notice as Mortgagee can reasonably provide prior to the expiration of the notice period in such documents comprising a portion of the Underlying Indebtedness.

(6) Notwithstanding anything contained herein to the contrary, Mortgagor shall be liable upon the indebtedness evidenced by the Note to the full extent (but only to the extent) of the security for the payment of the Note, except to the extent that such indebtedness pertains to the performance of any non-monetary covenant contained in any Mortgage comprising a portion of the Underlying Indebtedness, for which Mortgagor shall be personally liable. If there is a default hereunder or under the terms of the Note, then, except as herein provided, any judicial proceedings brought by or on preservation, assignment and other rights and benefits granted by this Mortgage and no attachment, execution or other writ or process shall be sought, issued or levied upon any assets, properties or funds of Mortgagor other than the property, rights, estates and interests described in this Mortgage and Mortgagee shall not seek any monetary judgment against Mortgagor in connection with the indebtedness evidenced by this Note.

(7) No instrument comprising a portion of the Underlying Indebtedness will be renewed, extended or modified in any way without the prior written consent of the Mortgagee and the prior written consent of Mortgagor, provided, however, that Mortgagor may pay off or otherwise discharge the lien described in item _____ of Exhibit A and any such payment shall be considered a payment on the principal indebtedness secured hereby.

(8) Whenever any notice is required or permitted under the terms of this Mortgage, such notice must be in writing. Any notice, payment or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party who is to receive it at the address for such party as set forth on Page 1 of this Mortgage. Any such notice, payment or document may also be delivered personally by either party. Until changed in accordance herewith, the addresses set forth on Page 1 hereof are specified as the addresses to which written notice may be mailed.

(9) This Mortgage shall be construed in accordance with the laws of the State of South Carolina and the laws of the United States applicable to transactions in South Carolina.

(10) This Mortgage shall be a security agreement between Mortgagor, as the debtor, and Mortgagee, as the secured party, covering the property constituting personal property or fixtures governed by the Utah Uniform Commercial Code (hereinafter called the "Code"), and Mortgagor grants to Mortgagee a security interest in such portion of the property. In addition to Mortgagee's other rights hereunder, Mortgagee shall have all rights of a secured party under the Code. Mortgagor shall execute and deliver to Mortgagee to establish and maintain the validity and priority of Mortgagee's security interest and Mortgagor shall bear all costs thereof, including all Uniform Commercial Code searches reasonably required by Mortgagee. If Mortgagee should dispose of any of the property pursuant to the Code, ten (10) days written notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice, provided, however, Mortgagee may dispose of such property in accordance with the foreclosure procedures of this Mortgage in lieu of proceeding under the Code.

Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein and it is intended that as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which this property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated herein. The mailing address of Mortgagor, as debtor, is as stated herein.

(11) All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity of any of the Indebtedness or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to Mortgagee exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Mortgagee in excess of the maximum lawful amount, the interest payable to Mortgagee shall be reduced to the maximum amount

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