

(11) The words "Mortgagor" and "Mortgagee" whenever used herein shall include the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties hereto; and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Notes" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. The term "Mortgagee" and the phrase "holder of the Notes secured hereby" shall be treated as interchangeable.

(12) The Mortgagor covenants and agrees that the terms and conditions of this Mortgage, insofar as they govern the relationship between the Mortgagor on the one hand and the Mortgagee on the other, shall be deemed to apply appropriately as the terms and conditions of a Security Agreement under the Uniform Commercial Code as adopted in South Carolina, the lien of which shall be perfected by filing simultaneously or hereafter any financing statements showing the Mortgagee's interest as a lienholder or creditor with respect to any class of items installed on the property and described in any financing statements. In the event of default, the Mortgagee, as secured party, shall have, without limitation, all of the rights and remedies provided for in the Uniform Commercial Code as adopted and amended in South Carolina.

(13) The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

(14) Without affecting the liability of any person (other than any person released pursuant to the provisions of this Paragraph 14) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the security hereof upon any premises not specifically released pursuant hereto, Mortgagee may at any time and from time to time (a) release any person liable for payment of any indebtedness secured hereby; (b) extend the time or agree to alter the terms of payment of any of the indebtedness; (c) accept additional security of any kind; (d) release any premises securing the indebtedness; or (e) consent to the creation of any easement on or over the premises or any covenants restricting the use or occupancy thereof.

(15) At any time, and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to Mortgagee any and all other further instruments, certificates and other documents, including without limitation financing statements with respect to all additions and replacements of all or part of the premises, as may be necessary in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of Mortgagor under the Notes, the Loan Agreement and the priority of this Mortgage. Upon any failure by Mortgagor to execute and deliver such instruments, certificates and other documents on or before thirty (30) days after receipt of written request therefor, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

(16) This Mortgage shall be construed in accordance with the laws of the State of South Carolina.

(17) The rights of Mortgagee, granted and arising under the clauses and covenants contained in this Mortgage and the Notes, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of