

Mortgagor, whether or not there is any obligation to make readvances or Future Advances; (b) pursuant to any advance of funds under paragraph 10 above; or (c) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

14. NOTICES. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

15. MISCELLANEOUS.

- (a) The agreements herein shall bind and inure to the benefit of the Mortgagor, Mortgagee and their respective heirs, successors and assigns.
- (b) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- 9c) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (d) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- (e) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.
- (f) Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.
- (g) All covenants of Mortgagor shall be joint and several.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sanjiv A. Praveeram ^{SE}
N. Sunny B. Johnson

HERITAGE ASSOCIATES (SEAL)

BY: David W. Glenn
David W. Glenn, General Partner