Note; in the event no such rate is provided therein, the Default Rate shall be the maximum rate of interest permitted by law at the time of default or thirty (30%) percent per annum, whichever is less.

## ARTICLE FOUR LENDING PROVISIONS

- 1. Breach of Loan Agreement and Other Documents. Notwithstanding anything to the contrary contained in this Mortgage or in the Note, or in any other instrument securing the loan evidenced by such Note, upon an Event of Default unless cured within fifteen (15) days or in accordance with the other terms of this Mortgage, Mortgagee may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Mortgagee hereunder, immediately due and payable and/or exercise all additional rights accruing to it under this Mortgage in the event of breach by Mortgagor of any covenant contained in this Mortgage, the Note, or in other documents securing the Note.
- 2. Partial Foreclosure. In the event the Mortgaged Property is comprised of more than one parcel of real property, Mortgagor hereby waives any right to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Mortgaged Property prior to the foreclosure or exercise of said remedies against other portions of the Mortgaged Property.
- 3. Covenants of Guarantors. As a part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagor may have caused certain other persons, firms or corporations to enter into certain guaranty agreements with Mortgagee. In such event, Mortgagor covenants and agrees that such persons, firms or corporations shall fully perform, comply with and abide by such agreements. It is further understood and agreed by Mortgagor that such representation and agreements by the other persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of Mortgagor.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first written above.

Signed, sealed and delivered in the presence of:

MAMILIN BEATTLE

THE COFFEE STREET COMPANY, A S.C.

GENERAL PARTNERSHI

famlin Beattie, a General Partner

and The Beattie Company, Inc. of Greenville, a S.C. Corporation as

General Partner

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as the mortgagor's act and deed did deliver the within written Mortgage and that (s)he with the other witness subscribed above witnessed the execution thereof.

Notary Public for South Carollina

My Commission expires: 4-6-8