had never been contained herein.

tion of Lender, not affect any other provisions or applications of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or application

- 10. This agreement shall be governed by and construed according to the laws of the State of South Carolina.
- 11. Lender, by executing this Agreement, does not waive and does expressly reserve all rights and interests set forth in the aforesaid Mortgages including, but not limited to, closure 'from prepayment and approval of a subsequent purchaser of the real property secured by the aforesaid Mortgages as may be provided in the aforesaid Mortgages whether pursuant to the Option that is a part of the aforesaid Lease or otherwise. Landlord and Tenant agree that the aforesaid Option is subject to the terms and conditions of the aforesaid Mortgages.
- 12. Lender acknowledges that in the event it permits prepayment of the Note thereby satisfying the obligations of Landlord to Lender, that it will thereupon terminate and cancel each and every financing statement and all collateral documentation set out on Exhibit B.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES: LIBERTY LIFE INSURANCE COMPAN Its: Attest:

> BLANCHARD MACHINERY COMPANY, INC. Tenant

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