

contained for the Mortgagor to keep and perform, then these presents to be void, otherwise to remain in full force and effect.

The Mortgagor for itself, its successors and assigns does hereby covenant and agree with the Mortgagee, its successors and assigns as follows:

1. That the Mortgagor is lawfully seized and possessed of the Mortgaged property as indicated in the Granting Clause hereof and each and every tract and parcel thereof, and has full right, power and authority to Mortgage, sell and convey the same; that none of the provisions of this Mortgage contravene or are in conflict with any Charter or By-Law provision, or of any existing agreement of the Mortgagor; that said premises and property are free from all liens and encumbrances and said Mortgagor shall warrant and defend the title thereto against the claims of all persons whomsoever.

2. That the Mortgagor will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative, or judicial body applicable to the mortgaged property, or any part thereof, or to the Mortgagor, or to the operation of any business transacted on said premises; provided, however, that the Mortgagor may contest any such acts, rules, regulations, orders and directions in any reasonable manner which will not, in the opinion of the Mortgagee, affect adversely the rights of the Mortgagee.

3. That the Mortgagor will maintain its corporate life and that it will continue to be a valid and existing corporation under the laws of the State of South Carolina, and will maintain its right to do business and will comply with all the laws and provisions of the State of South Carolina and of the United States failure to observe which will constitute any ground for cancellation of its Charter or the termination or restriction of its corporate life or activity or of its right to do business or which will subject it to a penalty.