

22. That any failure by the mortgagee to insist upon the strict performance by the mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the mortgagor of any and all of the terms and provisions of this mortgage to be performed by the mortgagor; that neither the mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this mortgage shall be relieved of such obligation by reason of the failure of the mortgagee to comply with any request of the mortgagor or of any other person so obligated to take action to foreclose this mortgage or otherwise enforce any of the provisions of this mortgage or of any obligations secured by this mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the premises and the mortgagee extending the time of payment or modifying the terms of the note or mortgage without first having obtained the consent of the mortgagor or such other person, and in the latter event, the mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the mortgagee; that, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the premises, the mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the note and/or mortgage without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the premises whether or not such lease be subordinate to this mortgage; and that the mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the mortgagee in such order and manner as the mortgagee may elect.

23. That if at any time the United States of America shall require internal revenue stamps to be affixed to the note, the mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

24. That if the mortgagor consists of more than one party, such mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the mortgagor contained herein.

25. That the rights of the mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

26. That wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this mortgage", the word "note" shall mean "note or bond secured by this mortgage or all Secured Obligations", whichever meaning is more expansive of the rights and interest of mortgagee in the given context, the word "person" shall mean "an individual, corporation, partnership or unincorporated association", the word "premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interest at any time made subject to the lien of this mortgage by the terms hereof and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

27. That this mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

IN WITNESS WHEREOF, the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this the 29<sup>th</sup> day of June, in the year of our Lord One Thousand Nine Hundred and Seventy-eight.

Signed, Sealed and Delivered in the presence of:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

SOUTHERN WORSTED MILLS, INC. (LS)

BY: *[Handwritten signature]*  
AND: *[Handwritten signature]*

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