

payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer to the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, with interest thereon from the date of such payment at a rate per annum which shall be the lesser of ten (10%) percent or the highest interest rate permitted by law, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(ii) Declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Mortgagor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible and thereupon Mortgagee may institute foreclosure proceedings under the appropriate law. It is agreed that if any legal proceedings are instituted for the foreclosure of this mortgage, or if the Mortgagee should become a party to any suit involving this mortgage or the title to the premises, all costs and expenses incurred by the Mortgagee, including a reasonable fee for Mortgagee's attorney, shall thereupon become due and payable immediately, as a part of the debt secured hereby and may be secured and recovered hereunder.

10. Mortgagor has executed the following two (2) Notes and two (2) Mortgages of even date in the aggregate principal amount of One Million One Hundred Thirty-five Thousand and No/100 (\$1,135,000.00) Dollars:

(a) Note in the principal amount of Seven Hundred Thirty-five Thousand and No/100 (\$735,000.00) Dollars secured by this Mortgage on property known as the Parkins Mill Road property (called the Primary Note);

(b) Note in the principal amount of Four Hundred Thousand and No/100 (\$400,000.00) Dollars secured by a Mortgage on property known as the Darlington Street Extension property (called Note B).

A default in the terms and provisions of either of the Notes, or in the Mortgages securing either Note shall constitute a default hereunder as provided in Article 9 of this Mortgage. It is further expressly agreed that this Mortgage shall secure, in addition to the debt evidenced by the Primary Note, the liabilities under Note B, and the Mortgage securing it, and any other liability or liabilities of the Mortgagor to the Mortgagee, direct or indirect, secured or unsecured, now due or to become due, or which may hereafter be contracted by the virtue of any advances, disbursements, payments, charges or costs made or incurred by the Mortgagee under the terms of this Mortgage.

Nothing in the preceding paragraph contained shall in any way lessen or impair the rights of the Mortgagee with respect to this mortgage and the Primary Note. The Primary Note and Note B shall be and remain separate obligations of the Mortgagor, and each note and the security therefor shall