

Borrower hereby grants to the Lender a security interest in the personal property including, without limitation, all boilers, heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, and all mechanical and hydraulic components and systems located on, used or useable in connection with the operation or maintenance of the aforementioned improvements, and all proceeds and all replacements and renewals of all the foregoing.

16. With respect to those items of the personal property which are or are to become fixtures related to the herein-described real estate, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon the fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

17. Borrower and Owner hereby waive any appraisal rights which they might have pursuant to Section 29-3-680, et seq., South Carolina Code of Laws of 1976.

18. The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective successors and assigns of the parties hereto. Whenever used herein the singular number shall include plural, and the plural, the singular; and the term Lender shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

19. Owner joins in the execution of this Mortgage for the express and limited purpose of subjecting its fee simple interest in and to the premises to the lien of this Mortgage and to evidence its consent and agreement to the granting of this Mortgage and nothing contained herein shall create or impose any personal obligation, liability or responsibility on the part of Owner for the payment of any sums due hereunder or for the performance of any obligation or covenant to be performed hereunder or create or impose any lien or encumbrance on any real property of the Owner except the Property mortgaged hereby. Owner does by joining in the execution of this Mortgage acknowledge and agree that he has reviewed and approved the Note, this Mortgage, the Commitment Letter and Building Loan Agreement referred to in Paragraph 2 of this Mortgage and all other documents relating to the loan secured by this Mortgage he desires and that the loan secured by this Mortgage shall be deemed in compliance with the provisions of Article XIII of the Lease, whether or not discrepancies exist between such loan and such Lease provisions.

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