09/15/1983

800x 1526 PAGE 267

40

additional collateral given by the Mortgagor to the Mortgagee under any agreements concerning the Property, prior to the Mortgagee proceeding under this Mortgage.

- 26. <u>Construction</u>. The terms of this Mortgage shall be construed in accordance with the laws of the State of South Carolina.
- 27. Security Agreement. This Mortgage is both a real property Mortgage and a security agreement. The Property together with the Improvements and Equipment includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of the Mortgagor in the Property.
- Further Acts, etc. the Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and, on demand, will execute and deliver and hereby authorizes the Mortgagee to execute in the name of the Mortgagor to the extent the Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Equipment.
- 29. <u>Headings</u>, etc. The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- Recording of Mortgage, etc. The Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in the Property. All filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgement of any mortgage supplemental hereto, any supplemental security instrument with respect to the Property and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage