

(c) The information contained in this Subparagraph 4.10(c) is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of South Carolina, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party," the identity or corporate structure and residence or principal place of business of "Debtor," and the time period for which "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth in Schedule 1 of Exhibit C attached hereto and by this reference made a part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor," are as set forth in Schedule 2 of said Exhibit C attached hereto; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove.

Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixtures filing from the date of its filing for record in the real estate records of the county in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Mortgagee, as Secured Party, or the Mortgagor, as Debtor, at the address first shown above.

4.11 No Default Affidavits. At Mortgagee's request, all payments made under the Note or hereunder shall be accompanied by the affidavit of Mortgagor or a principal financial or accounting officer of Mortgagor, dated within five (5) days of the delivery of such payment to Mortgagee, swearing that he knows of no Event of Default (as herein defined), nor of any circumstance which after notice or lapse of time or both would constitute an Event of Default, which has occurred and is continuing, specifying the nature and period of existence thereof and the action Mortgagor has taken or proposes to take with respect thereto and, except as otherwise specified, stating that Mortgagor has fulfilled all of Mortgagor's obligations under this Mortgage which are required to be fulfilled on or prior to the date of such affidavit.

4.12 Construction Loan Agreement. It is understood and agreed that funds to be advanced upon the Note are to be used in the construction and furnishing of improvements to be erected on the Mortgaged Property, and said funds shall be advanced in accordance with a certain Construction Loan Agreement (herein referred to as the "Loan Agreement") made by and between Mortgagor and Mortgagee, dated as of the date of this Mortgage and to which Loan Agreement reference is made for all purposes to the same extent and effect as if fully set forth herein and made a part of this indenture; and upon the failure of Mortgagor to keep and perform all of the covenants, conditions, and agreements of the Loan Agreement, then Mortgagee may, at its option, declare the entire principal sum of the Note or so much thereof as shall have been advanced to Mortgagor, with interest thereon as accrued, immediately due and payable, notwithstanding anything herein to the contrary.

4.13 Releases. Mortgagor and Mortgagee acknowledged that portions of the Mortgaged Property may be released in accordance with the terms of the Loan Agreement.