

(ii) all of the rents, income, receipts, issues and proceeds of and from the foregoing property;

(iii) all of mortgagor's right, title and interest in and to any award or awards heretofore or hereafter made by any municipal, state or federal authorities or boards in connection with the Mortgaged Property, including any award or settlement hereafter made resulting from condemnation proceedings or the taking of the land, the buildings or the fixtures or any part thereof under the power of eminent domain, or for any change or changes of grade of streets affecting the land, the buildings, or the fixtures;

(iv) and all fixtures and articles of personal property, machinery and equipment owned by mortgagor and used or procured for use in connection with the operation of the buildings, now or hereafter placed on the real property described on Schedule A and specifically including the heating, ventilating, plumbing and air conditioning systems, machinery and fixtures, but not including partitions, lighting, carpeting, signs, office furnishings and equipment, warehouse racks and equipment, display shelves and casings (collectively, the real property described on Schedule A and all items specifically included in the foregoing clauses (i) through (iv) are hereinafter referred to as "Mortgaged Property").

TO HAVE AND TO HOLD all and singular the said premises unto mortgagee, its successors and assigns, forever.

Mortgagor further covenants to warrant and forever defend all and singular the premises unto mortgagee forever, from and against mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

UNIFORM COMMERCIAL CODE

This Mortgage further constitutes a Security Agreement under the Uniform Commercial Code of South Carolina (herein called the "Code") with respect to any part of the Mortgaged Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section called "Collateral" which includes only that property set forth on Schedule B attached hereto and made a part hereof); all of the terms, provisions, conditions and agreements and grants contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Property; and the following provisions of this Section shall not limit the generality or applicability of any other provisions of this mortgage but shall be in addition thereto:

(a) The mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral subject to no liens, charges or encumbrances other than the lien hereof and the Permitted Encumbrances.

(b) The Collateral is to be used by the mortgagor solely for business purposes, being installed upon the Mortgaged Property for mortgagor's own use or furnished by mortgagor, as Landlord, to tenants of the Mortgaged Property.

(c) The Collateral will be kept on the Land, and will not be removed therefrom without the consent of the mortgagee (be-

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