

and Mortgagor will promptly execute any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.

(b) The information contained in this Subparagraph 9.5(b) 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.

9.6 Foreclosure of Security Interest. If an Event of Default shall occur, Mortgagee may elect, in addition to exercising any and all other rights, remedies and recourses set forth in Article 7 or referred to in Paragraph 9.3 hereinabove or Article 10 hereinbelow, to proceed in the manner set forth in Article 9, Section 501 of the Uniform Commercial Code, Title 36 of the Code of Laws of South Carolina (1976), relating to the procedure to be followed when a Security Agreement covers both real and personal property.

9.7 No Obligation of Mortgagee. The assignment and security interest herein granted shall not be deemed or construed to constitute Mortgagee as a trustee or mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do same, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

9.8 Hold Harmless. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Mortgage, and Mortgagor shall and does hereby agree to indemnify Mortgagee for and to hold Mortgagee harmless from any and all liability, loss or damage which it may or might incur under any of the Leases or under or by reason of this Mortgage and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason of this Mortgage or in the defense of any such claims or demands, the amount thereof, including all costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.