

27. It is understood that this Mortgage is subject and subordinate to the Prior Mortgages, and the rights of Mortgagee are subject to the rights of the holders of the Prior Mortgages.

28. With respect to the Chattels, including without limitation all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by the Mortgagor and now or hereafter attached to, contained in, a part of, or used in connection with the Premises or placed on any part thereof, though not attached thereto, and including the trade name, good will and books and records relating to the business operated on the Premises, Mortgagor hereby grants to the Mortgagee a security interest in all of the same, including all of the Mortgagor's present and future "equipment" and "general intangibles" (as said terms are defined in the Uniform Commercial Code of the State of South Carolina) and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under said Uniform Commercial Code. To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" (as defined in the aforesaid Uniform Commercial Code). If the lien of this Mortgage is subject to a security interest covering any such personal property, then all of the right, title and interest of the Mortgagor in and to any and all such property is hereby assigned to the Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by the Mortgagor.

29. (a) This Mortgage is subject and subordinate to the Prior Mortgages. The principal indebtedness of \$5,600,000.00 evidenced by the Wrap Note from time to time outstanding includes as of the date hereof \$4,050,000.00 secured by the Prior Mortgage listed as item 4 on Exhibit B hereto (hereinafter referred to as the "Brashier Mortgage") and the indebtedness secured by the Brashier Mortgage from time to time outstanding includes as of the date hereof \$3,293,138.73 secured by the Prior Mortgage listed as item 3 on Exhibit B hereto. Mortgagor covenants and agrees to observe and perform all of the terms, covenants and conditions of the Brashier Mortgage (except the requirement to make the payments of principal and interest thereon and to make deposits, if any, for real estate taxes and insurance premiums payable pursuant thereto; provided, however, Mortgagor shall pay to the Collection Agent [as hereinafter defined] pursuant to this Mortgage such payments of principal and interest and the amount of all deposits, if any, for real estate taxes and insurance premiums required by this Mortgage or the Brashier Mortgage). Nothing contained herein shall require Mortgagee to perform the terms and provisions required to be performed by the Mortgagor pursuant to the Brashier Mortgage or the note secured thereby (the "Brashier Note").

(b) Mortgagor and Mortgagee have appointed as agent to collect all payments required to be made hereon and pursuant to the Wrap Note, Zions First National Bank, of Salt Lake City, Utah (herein referred to as the "Collection Agent") pursuant to the terms and provisions of that certain Collection Agreement by and among Mortgagee, Mortgagor and the Collection Agent, dated on or about the date hereof. Mortgagor covenants and agrees with Mortgagee to cause the Collection Agent to make all payments of principal and interest and deposits, if any, for real estate taxes and insurance premiums payable pursuant to the Brashier Mortgage on or before the dates on which such payments are due under the Brashier Mortgage and Brashier Note (including grace periods, if any, but prior to the imposition of any late penalty or charges) and to make as and when due all payments of principal and interest and deposits, if any, pursuant to the Wrap Note and this Mortgage.