

Note, upon six (6) months written notice to Mortgagor, Union shall, at its sole option, have the right to call for payment in full of the principal balance of the Note plus accrued interest, with no prepayment premium, at the end of the tenth (10th), fifteenth (15th), twentieth (20th), or twenty-fifth (25th) "loan years", as such term is defined in the Note. Under no circumstances shall this paragraph be construed to make the Note one which is payable on demand except after such demand has been made and such six (6) months' notice period expired. Failure to pay in full the outstanding principal balance of the Note and all interest accrued thereon upon the exercise of such option shall constitute an Event of Default under this Mortgage.

3.09 Exculpation. Notwithstanding anything to the contrary contained herein or in the Note, Mortgage and Security Agreement or any other instrument constituting security for the Note, from and after the Purchase Date, as defined in the Note, Mortgagor shall have no personal liability for the payment of this Note and Mortgagee agrees not to seek any damages or personal money judgment against Mortgagor for any default in the payment of the Note, but in such event Mortgagee will look solely to the security for the indebtedness evidenced hereby. Nothing herein contained shall be construed to prevent Mortgagee from exercising and enforcing all rights and remedies contained in the guaranty agreement dated of even date hereof given by Julian LaCraw, J. William Lovelace, Fredrick Deeb, Joseph J. Rodriguez and Lance McFaddin (the "Guaranty") or any other remedy allowed at law or equity or allowed by any statute or by the Security Documents, including without limitation any rights Mortgagee may have due to misrepresentation of Mortgagor, and nothing herein shall in any way affect any Guaranty given in connection herewith.

3.10 Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The headings of each paragraph are for information and convenience only and do not limit or construe the contents of any provision hereof.

3.11 Severability. If any term of this Mortgage, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

3.12 Successors in Interest. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. All obligations of Mortgagor hereunder are joint and several. The term "Mortgagee" shall mean the holder and owner, including pledgees, of the Note secured hereby, whether or not named as Mortgagee herein.

3.13 Notices. All notices to be given pursuant to this Mortgage shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

3.14 Modifications. This Mortgage may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

3.15 Governing Law. This Mortgage shall be construed according to and governed by the laws of the State of South Carolina.