

charges and insurance premiums. If at any time the funds so held by the Mortgagee are insufficient to pay any such taxes, assessments, charges, or insurance premiums when the same shall become due and payable, the Mortgagor shall immediately upon notice deposit with the Mortgagee the amount of such deficiency. In the event of default of any of the provisions of the mortgage, the Mortgagee may at its option apply any money held by it for the payment of taxes, assessments, charges, or insurance premiums on any of the mortgage obligations, and in such order and manner as it may elect.

Mortgagor agrees that the making of any payment by Mortgagee for any of the purposes herein permitted shall in no event be construed as a waiver of the right to avail of any breach of covenant committed, and this mortgage may be foreclosed, at the option of the Mortgagee, for any such default as if no such payment or advancement had been made. Failure of the Mortgagee to declare the entire indebtedness due and payable on breach of any covenant shall not bar or abridge Mortgagee's right to exercise such option at any time thereafter or on any subsequent default. It is expressly agreed that time is of the essence of this agreement.

Mortgagor agrees that he will, at all times, indemnify and, on demand, reimburse Mortgagee from and for any loss, damage, expense, or cost arising out of or incurred in connection with any suit or proceedings to which Mortgagee may be made a party by reason of this mortgage.

Mortgagor agrees that any part of the security herein described may be released with or without consideration and without regard to the amount of consideration furnished, without in any wise altering, varying or diminishing the force, effect, or lien of this mortgage or any renewal or extension of it and the same shall continue as a first lien on all said lands and premises not expressly released, until all sums, with interest and charges, hereby secured, are fully paid.

Mortgagor does hereby release and waive all rights under and by virtue of any Exemption, Appraisalment, Stay or Homestead Law and all rights to retain possession of said premises after default in payment or breach of any of the covenants or agreements herein contained.

Mortgagor agrees that he will, as and when and as often as requested by Mortgagee, execute and deliver to Mortgagee a good and valid chattel mortgage on the furniture, furnishings, and equipment now or hereafter located in or used in connection with the building or buildings on the mortgaged real estate, as further and additional security for the payment of the mortgage indebtedness and will furnish renewal or additional chattel mortgages as and when requested by Mortgagee. Any such chattel mortgage as and when given shall not be construed as making any of the property described in such chattel mortgage and also described in this mortgage personal property or as changing the intention of the parties hereto as to any such property being real estate, it being understood and agreed, anything herein contained to the contrary notwithstanding, that all of the mortgaged property hereinabove described constitutes an integral part of the real estate and is appropriated to the use thereof and that any such chattel mortgage, so far as any item that is both therein and herein described is concerned, is intended to be effective only if, as a matter of law, any of the mortgaged property herein described is not real estate. Giving of any such chattel mortgage shall not be deemed a payment of any part of the indebtedness secured by this mortgage, nor shall it waive any of the provisions hereof, nor shall any proceedings taken to enforce such chattel mortgage waive any of the provisions hereof, nor shall Mortgagee be required to exhaust first the security afforded by such chattel mortgage before proceeding to exhaust the security given by this mortgage.

Mortgagor agrees that in case the debt secured by this mortgage or any part thereof is collected by suit or action or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the Mortgagor shall be chargeable with all costs of collection, including 10 per cent of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be reserved in any suit or action hereupon or hereunder.

It is further agreed that neither the provisions of this mortgage nor of the note secured hereby shall have the effect of or be construed as requiring or permitting the Mortgagor to pay interest in excess of the highest rate per annum allowed by the laws of the State of South Carolina on any item or items of indebtedness secured by this mortgage, and should any excess be charged or paid, it shall be credited on the unpaid principal.

It is further agreed that the words, Mortgagor and Mortgagee, when used herein shall be taken to include singular and plural number and masculine, feminine or neuter gender, as may be applicable, and shall also include the heirs, administrators, executors, successors, and assigns of the parties hereto.

It is further agreed that each and all of the terms and provisions hereof shall extend to and be a part of any renewal or extension of this mortgage except as expressly modified, altered, or amended by the express terms of any such renewal or extension.

of said corporation

WITNESS the hand and seal of this 12th day of March, 1973.

Signed, Sealed and Delivered in presence of:

John W. Johnson
Robert W. Johnson

MCDONALD'S CORPORATION (L. S.)

By: *Lois Johnson* (L. S.)

Attest: *Ann M. Williams* (L. S.)

Assistant Secretary (L. S.)

(CORPORATE SEAL)

(See reverse side for acknowledgment.)

STATE OF SOUTH CAROLINA

COUNTY OF _____

ss.

Personally appeared before me _____

and made oath that he saw the within-named _____

_____ sign, seal, and, as _____ free act and

deed, deliver the within instrument, and that deponent, with _____ witnessed the execution thereof.

Sworn to and subscribed before me this _____ day of _____, 19 _____

Notary Public for South Carolina.

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