

Commercial Code, and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said Financing Statement by the specific statutory consequences now or thereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Premises and/or adapted for use therein and/or which is described or reflected in this mortgage is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time.

23. That similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's interest granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any Court or judge shall at any time hold with respect to (1), (2) or (3) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivisions or entity of the Federal government, must be filed in the Commercial Code records.

24. That if, from any circumstances whatever, fulfillment of any provision of this mortgage, the note which it secures or any other instrument securing or evidencing this loan, shall transcend the limit of validity prescribed by the usury statute or any other law of the State of South Carolina, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall any exaction be possible under this mortgage, the note which it secured or such other instrument that is in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity. And in no event shall the Mortgagor, its successors or assigns, be bound to pay for the use or detention of the money loaned and secured hereby, or the Mortgagee's forbearance in collecting same, interest of more than the maximum rate lawfully collectible in accordance with the applicable laws of the State of South Carolina; the right to demand any such excess shall be and is hereby waived. The provision of this paragraph shall control every other provision of this mortgage, the note which it secures and any other undertaking, agreement or document evidencing, supporting or securing this loan.

25. That in case of any sale under this mortgage by virtue of judicial proceedings or otherwise, the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect.