

or demand, declare one or more or all of the Obligations immediately due and payable (not withstanding any provision in any of them to the contrary).

Upon any default, upon demand by the Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at a place reasonably convenient to Secured Party and Debtor, and/or Secured Party may enter the Debtor's premises for the purpose of repossessing any of the Collateral and, at its option, may either remove such Collateral or render the same unusable and/or dispose of same on Debtor's premises in any manner authorized herein or by law.

Upon any default, the Secured Party shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code as passed and amended in South Carolina or other applicable law.

Any notice of sale, lease or other intended disposition of the Collateral mailed, postage prepaid, to the Debtor at the address specified above or at such other address furnished to the Secured Party by the Debtor at least five (5) days prior to such action, shall constitute reasonable notice to Debtor.

No default shall be waived by the Secured Party except in writing and no waiver of any default shall operate as a waiver of any other default or of the same default on future occasions. All rights of the Secured Party hereunder shall be cumulative and shall inure to the benefit of itself, its successors and assigns. Nothing herein, nor in any Financing Statement filed with respect to the Collateral, shall be construed as consent by the Secured Party to any sale of the Collateral.

This agreement and all Obligations secured thereby shall be binding on the Debtor, its successors and assigns. This agreement is made under and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this agreement to be executed this 19th day of July, 1968.

SOUTHERN BANK & TRUST
COMPANY, at Fountain Inn,
South Carolina

FOUNTAIN INN FROZEN FOOD PLANT, INC.

BY Bernice B. Dumbrell
President

By Wm. L. Lawson, V. Pres.
Title

Walter Wagner
Secretary

WITNESSES AS TO DEBTOR:

U.S. Highway No. 276
Street Address

Anna S. Shetty
Arzette Gault

Fountain Inn, Greenville, S.C. 29644
City County State Zip Code