

(c) Application of Proceeds. Any proceeds of any disposition of any of the Collateral may be applied by the Secured Party to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Secured Party toward the payment of such of the obligations secured by this agreement, and in such order of application, as the Secured Party may from time to time elect.

7. Covenant to Pay Deficiency. Upon default if the sale or other disposition of the Collateral fails to satisfy the obligations secured by this agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney's fees and legal expenses incurred by the Secured Party in connection with this agreement or the obligations it secures, the Debtor shall be liable for any deficiency.

8. Miscellaneous. The Debtor and the Secured Party agree as follows:

- (a) Waiver of Certain Matters. The Secured Party may, but shall not be required to, take any action to preserve rights against any one or more account debtors on any accounts, contract rights or chattel paper covered by this agreement. The Debtor expressly waives all requirements of presentment, protest, notice of protest, notice of non-payment or dishonor and all diligence. No omission on the part of the Secured Party with respect to any such matters shall in any manner impair or discharge the Debtor from or upon any indebtedness or obligations secured hereby.
- (b) Non-waiver of Certain Matters. Any failure by the Secured Party to exercise any right set forth in this agreement shall not constitute a waiver thereof. Nothing in this agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the obligations secured by it.
- (c) No Discharge. No party to this agreement shall be discharged by any extension of time, additional advances and notes, renewals and extension of any note, the taking of further security, releases of a part or all of the property securing the mortgage, extinguishment or release of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon the full payment of the obligations secured by this agreement including charges, expenses, fees, costs and interest.
- (d) Succession. This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Debtor and the Secured Party.
- (e) Governing Law. The rights and duties of the parties under this agreement shall be governed by the law of the state in which the real estate described in said mortgage is located.

9. Additional Provisions (here insert representations if needed, as to facts controlling place of filing under UCC 9-401; also insert any additional provisions desired).

- (a) Execution and Filing of Financing Statement. If permitted by applicable law, the Secured Party is hereby authorized to execute and file a financing statement, without joinder of the Debtor in such execution or filing.

Signed this 18 day of January, 19 74

Holly Tree Plantation ~~LLC~~  
 Debtor: ~~Holly Tree Plantation LLC~~  
 A Limited Partnership  
 By: James P. McNamara, Partner  
Jack E. Shaw, Partner  
John A. Gerring, Partner

\* Complete, if necessary.