

any other entity that may be a party or parties hereto. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall be applicable to all genders. If this instrument be executed by more than one party as Mortgagor all covenants and undertakings shall be deemed to be both joint and several. This instrument may not be waived, changed or discharged orally, but only by an agreement in writing signed by both parties hereto.

20. This instrument shall be construed as a mortgage of both real and personal property comprising the premises and the personal property shall be deemed to include the fixtures and items of tangible, mixed and intangible personal property described on pages 2 through 4 hereof and this instrument shall constitute and serve as a security agreement within the meaning of and shall create a security interest under the South Carolina Uniform Commercial Code with respect to the said personal property. In the event of a default hereunder the Mortgagee shall have the options set forth in Section 9.501(d) of said Uniform Commercial Code and, in the event that the Mortgagee elects to proceed with respect to the personal property comprising the premises separately from the real property, 5 days notice of the sale of said personal property shall be reasonable notice. The Mortgagor shall from time to time upon the written request of the Mortgagee, deliver to Mortgagee a complete and accurate inventory of such personal property in such detail as Mortgagor shall reasonably request.

21. It is understood and agreed that the validity, construction and interpretation of this Real Estate Mortgage and