TOGETHER with all rights, title and interest of the Mortgagor in and to all buildings, improvements, fixtures, machinery, apparatus, equipment, appliances, and personal property of every kind and nature whatsoever now or hereafter owned by the Mortgagor and located in, on or about the Property, and all additions to, substitutions for, and replacements of the foregoing (all of which, including replacements and additions thereto, is hereinafter referred to as the "Equipment"), and all proceeds (cash and non-cash) derived from the sale, lease, exchange or other disposition of the Equipment and the Property, and all the estate, right, title and interest of the Mortgagor in and to all trade names or names by which the Property may be known or operated and all trademarks, logos, copyrights, goodwill, books and records relating to or used in connection with the operation of the Property or the Equipment, and all easements and rights of way, public or private, used in connection with or as a means of access to the Property, and all leases, rents, royalties, bonuses, issues, profits, revenues and other income of the Property now or hereafter arising from the use or enjoyment of all or any portion of the Property or from any lease or agreement pertaining thereto, and all right, title and interest of the Mortgagor in and to any awards made or to be made in lieu of the taking of the Property or any portion thereof by the exercise of the power of eminent domain, including any awards for any change of grade of streets, and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash or liquidated claims, including proceeds of casualty insurance and proceeds of title insurance paid on account of the Property, Equipment or any portion thereof, and all the estate, right, title and interest of the Mortgagor in and to all plans, specifications, maps, surveys, reports, permits, contracts, agreements and other documents now or hereafter prepared for the construction, use, occupancy, operation, maintenance, development or architectural control of the Property and all claims or demands relating to any of the foregoing, and all the estate, right, title and interest of the Mortgagor in and to all other assets of any kind or character belonging to the Mortgagor and situated on or used in connection with the Property or the Equipment, and all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor represents and warrants that the Mortgagor is lawfully seized of the Mortgaged Premises in fee simple absolute, that the Mortgagor has good right and lawful authority to convey the Mortgaged Premises as aforesaid, that the Mortgaged Premises are free and clear of all liens, encumbrances and restrictions except for those listed on Exhibit B attached hereto and incorporated herein by reference, and that the Mortgagor will forever warrant and defend the Mortgaged Premises unto the Mortgagee against the lawful claims of all persons whomsoever.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest and other sums payable under the Note and this Mortgage at the times and in the manner therein provided.

2. That this mortgage secures to the Mortgagee not only the present indebtedness but also any future advances whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this mortgage and although there may be no indebtedness outstanding at the time any such future advance is made. All such future advances shall be secured by the lien of this mortgage on the Mortgaged Premises and shall have the priority provided by the South Carolina Code of Laws, 1976, as amended, Section 29-3-65. All such future advances shall bear interest at the same rate or rates as that provided in said note, unless otherwise provided herein, and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.

3. That Mortgagor will keep the improvements on the Mortgaged Premises and the Equipment insured against loss by fire, windstorm and other hazards as may from time to time be required by the Mortgagee, and Mortgagor hereby assigns to the Mortgagee the proceeds of any such insurance policies to the extent of the amounts required to be insured hereunder. All such insurance policies and renewals thereof shall be held by the Mortgagee and shall have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereunder or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the Mortgaged Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

4. That the Mortgagor will keep all improvements upon the Mortgaged Premises and the Equipment in good repair and shall not commit or suffer any waste of the Mortgaged Premises or the Equipment and will not do or suffer to be done anything which may increase the risk of fire or other hazard to the Mortgaged Premises or the Equipment. The Mortgagee or its agents shall have the right to inspect the Mortgaged Premises and the Equipment at all reasonable times and access thereto shall be permitted for that purpose.

5. That the Mortgagor will not sell, convey or transfer the Mortgaged Premises or the Equipment or any part thereof without the prior written consent of the Mortgagee and any such sale, conveyance or transfer without such consent shall constitute a default under the terms of this mortgage. At the option of the Mortgagee, all or any part of the Mortgaged Premises and the Equipment may be released from the lien of this mortgage without affecting the lien or priority hereof for the remainder of the Mortgaged Premises and the Equipment.

6. That Mortgagor agrees to pay all taxes and other public assessments levied or assessed against the Mortgaged Premises on or before the due date thereof and to exhibit the receipts therefor at the request of the Mortgagee. Mortgagor will pay all taxes, assessments and other charges which may be levied or assessed upon this mortgage or the debt secured hereby, or upon the interest of the Mortgagee or holder hereof in the Mortgaged Premises or the Equipment, or any part thereof, when the same shall become due and payable, and will not suffer any lien superior to the lien of this mortgage to be created or to exist upon the Mortgaged Premises or the Equipment.

7. That if this mortgage or any part hereof is foreclosed, the Mortgagor shall pay the costs of suit and a reasonable attorney's fee, not exceeding fifteen percent of the indebtedness hereby secured, or the maximum amount allowed by law, whichever is less, and all expenses incident to any foreclosure proceedings, including the cost of documentary evidence, abstracts and title reports, which shall be added to the principal indebtedness secured by this mortgage and bear interest at the rate specified in the Note.

8. That if the Mortgagor fails to make any payment or do any act as herein provided, then the Mortgagee, without obligation so to do and without notice to or demand upon the Mortgagor and without releasing the Mortgagor from any obligation hereof, may make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee; and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees. Mortgagor will pay immediately upon demand all sums expended hereunder by the Mortgagee or its successors or assigns, with interest from date of expenditure at the rate specified in the Note, and the same shall be secured hereby.

9. That should the Mortgagor fail to keep any of the covenants hereof relating to the payment of taxes, assessments, insurance premiums or prior mortgage indebtedness, or should the Mortgagor fail to keep any of the covenants hereof relating to the maintenance of the Mortgaged Premises and the Equipment, or should any action or proceeding be instituted affecting the Mortgaged Premises or the Equipment or any part thereof, then the Mortgagee may, at its option, make such payments and do such acts as it deems necessary to protect the security hereof, including, but not limited to, the employment of counsel, the payment of taxes, assessments, insurance premiums and prior mortgage indebtedness, the redemption from tax sales or forfeitures affecting the Mortgaged Premises or the Equipment or any part thereof, the purchase, discharge, compromise or settlement of any tax lien or other prior lien or title or claim thereof, or redemption from any such prior mortgage or other lien, and all expenses paid or incurred by the Mortgagee in connection therewith, including attorneys' fees and any other moneys advanced by the Mortgagee to protect the Mortgaged Premises and the Equipment, shall be added to the indebtedness secured by this mortgage and shall bear interest at the rate specified in the Note, and upon demand therefor by the Mortgagee, the Mortgagor will pay to the Mortgagee all such sums so expended. The Mortgagee shall be under no obligation to the Mortgagor for any action taken hereunder, but shall be liable only for gross negligence or willful misconduct.

10. That should the Mortgagor fail to make any payment or do any act as herein provided, then the Mortgagee shall have the option to declare the entire principal sum and interest hereby secured to be immediately due and payable, and the same shall be recoverable at once by the Mortgagee, anything herein to the contrary notwithstanding. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Time is of the essence hereof. Upon default by the Mortgagor and foreclosure hereof, the Mortgagee shall be entitled to the appointment of a receiver to take charge of the Mortgaged Premises and the Equipment, to collect the rents, issues and profits thereof, and to apply the same to the payment of the indebtedness secured hereby, and the Mortgagor hereby consents to the appointment of such receiver.

11. That should the Mortgagee, at its option, elect to pay any sum which the Mortgagor has agreed to pay hereunder, or should the Mortgagor fail to pay any such sum, or should any installment become past due for a period of ten days, the Mortgagee may collect a late charge not to exceed an amount equal to five (5%) percent of any such payment installment to help defray the extra expense involved in the handling of such delinquent payments.

12. That the Mortgagor hereby assigns to the Mortgagee, as additional security hereunder, all the rents, issues and profits accruing from the mortgaged premises and from any part thereof, it being the intent hereof that the assignment of rents and profits shall be absolute and shall not be merely additional security for the payment of the indebtedness secured hereby, and the Mortgagee may, at its option, without taking possession of the mortgaged property, demand, collect, receive, sue for and recover all such rents and profits, and may apply the same to the payment of the indebtedness secured hereby in such order as the Mortgagee may determine, and the Mortgagee shall be entitled to a receiver to collect such rents and profits, after paying the cost of collection, to the extent of the indebtedness secured hereby, and the Mortgagor agrees to execute such further assignments of rents and profits as the Mortgagee may from time to time request. The Mortgagor represents that no rents or profits have been collected more than one month in advance of the time when they become due under the terms of any lease, rental agreement or other arrangement for occupancy of the mortgaged property. The Mortgagor will not hereafter collect any of the rents or profits more than one month in advance of the time when they become due, will not execute any assignment of the rents or profits except to the Mortgagee, will not alter, modify or change the terms of any lease or rental agreement, will not cancel any lease or rental agreement or accept any surrender thereof, will not remove or permit the removal of any tenant under any lease or rental agreement except for cause, will not waive or release any tenant from the performance of any lease or rental agreement, will not discount any future accruing rents or profits, will not execute any lease or rental agreement except for actual occupancy by the tenant thereunder, will not consent to any assignment of or subletting under any lease or rental agreement, will not permit any default to exist under any lease or rental agreement or permit any tenant thereunder to perform any covenant, agree to any set-off or counterclaim or make any prepayment of rents in excess of one month, will not request or consent to the subordination of any lease or rental agreement to any mortgage other than this mortgage, will not make any other assignment of the lessor's interest in any lease or rental agreement or of the rents and profits thereunder, will not alter, modify or change the terms of any guaranty of any lease or rental agreement, will not exercise any option to renew any lease or rental agreement unless such option is exercised at the direction of the Mortgagee, will not terminate or consent to the cancellation or surrender of any guaranty of any lease or rental agreement, will not waive any default under or breach of any lease or rental agreement or any guaranty of any lease or rental agreement, will not enter into any oral leases with respect to the Mortgaged Premises, will not convert any personal property or trade fixtures subject to the lien hereof to real property without the prior written consent of the Mortgagee, will not permit any mechanic's or materialman's lien to attach to the Mortgaged Premises, will not file or permit the filing of a condominium declaration or similar document with respect to the Mortgaged Premises without the prior written consent of the Mortgagee, will not subject the Mortgaged Premises to the jurisdiction of the Interstate Land Sales Full Disclosure Act or similar law, will not change the use of the Mortgaged Premises, will not initiate or acquiesce in a change in the zoning classification of the Mortgaged Premises, will not establish any condominium regime or horizontal property regime affecting the Mortgaged Premises, will not sell, assign or transfer the Mortgaged Premises subject to a subordinate mortgage or lien, will not further encumber the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement or undertake any obligation which would impair the rights of the Mortgagee hereunder or which would prevent the Mortgagor from performing any of its obligations hereunder, will not enter into any agreement with any governmental authority affecting the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any condemnor with respect to any condemnation or sale in lieu of condemnation, will not enter into any agreement with any insurer of the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any lessee or sublessee of the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any manager of the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any purchaser of the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any guarantor of any lease or rental agreement, will not enter into any agreement with any tenant under any lease or rental agreement, will not enter into any agreement with any party having a lien on the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any party having an option to purchase the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any party having a right of first refusal to purchase the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any party having a right of first refusal to lease the Mortgaged Premises or the Equipment or any part thereof, will not enter into any agreement with any party having an option to lease