

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor, of, in and to the same, and every part and parcel thereof with the appurtenances and all buildings, fences, shrubbery, parking areas, driveways, walls and improvements of every kind and description now or hereafter erected or placed thereon, and all materials intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter erected hereon all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the incorporation thereof into the said premises and also all of Mortgagor's apparatus, machinery, furniture, draperies, floor coverings, furnishings, equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the land herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected including but not limited to all plumbing, heating, air conditioning, lighting, ventilating, sprinkler and incinerating equipment and all fixtures and appurtenances thereto, and such other goods and chattels and personal property as ever used or furnished in operating a building similar to the one on the land herein described and referred to and all renewals or replacements thereof or articles and substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all building materials and building equipment now or hereafter delivered to said premises and intended to be installed therein (Mortgagor hereby declaring that it is intended that the items hereon enumerated shall be deemed to have been permanently installed as part of the realty); said land and the improvements thereto hereinafter referred to as the "Property".

NOTWITHSTANDING the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriate to its use, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the South Carolina Uniform Commercial Code), this instrument shall constitute a security agreement creating a security interest in such goods, as collateral, in Mortgagee as a secured party, all in accordance with the South Carolina Uniform Commercial Code.

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TO HAVE AND TO HOLD, all and singular the said Property unto Mortgagee, its successors and assigns forever, and Mortgagor covenants that ~~is~~ is lawfully seized of the Property hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor further binds itself and its successors and assigns to warrant and forever defend all and singular the said Property unto Mortgagee forever, from and against Mortgagor, its successors and assigns and any other persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said Mortgagor does and shall well and truly pay, without credit, deduction or defalcation for taxes, assessments, water rent, municipal or governmental rate, charge imposition or lien whatsoever to the said Mortgagee, the principal amount and interest thereon set forth in the Note in strict accordance with its terms, and that if the provisions, covenants, agreements, terms and conditions herein contained and contained in the Assignment and the Loan and Security Agreement be kept and performed, then, in that case only, these presents and the estate hereby granted, shall cease, determine and be void, otherwise to remain in full force and effect.

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