

The Mortgagor further covenants and agrees as follows:

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1. Mortgagor will pay to Mortgagee the aforesaid sum of One Million Dollars (\$1,000,000.00) together with the interest thereon, in accordance with the terms of the Note and perform all of the provisions, covenants, agreements, terms and conditions of this Mortgage, ~~and said Assignment~~, and said Loan and Security Agreement to the same extent as if ~~such Assignment~~ and such Loan and Security Agreement were set forth herein and any default in the observance and performance of the provisions, covenants, agreements, terms and conditions of ~~said Assignment~~ and said Loan and Security Agreement shall constitute a default under this Mortgage.

2. Mortgagor warrants to Mortgagee that it has clear and unencumbered title to the Property, and every part thereof, and the lien created by this Mortgage is a valid first lien on said Property. Mortgagor will keep said Property and the rights, privileges and appurtenances thereto, free from all other claims, encumbrances and liens, and will protect and defend the title and possession of said Property, so that this Mortgage shall be and remain a good and valid first lien thereon.

3. Mortgagor will not sell, convey, assign, mortgage, hypothecate, pledge or otherwise dispose of or encumber other than lease, any of the Property without the prior written consent of Mortgagee.

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4. Mortgagor, at all times, will maintain, preserve and keep the improvements now or hereafter located on the above described Property in good condition and repair, from time to time will make all needful and proper repairs, additions and improvements thereto, and renewals, replacements and extensions and betterments thereof, and will not commit or permit waste thereon or remove any of the improvements located on said Property. Mortgagee, from time to time, may inspect the Property at reasonable times.

5. Mortgagor will comply with all applicable statutes, requirements, rules, regulations, orders and decrees of the United States of America, and any State, County, Municipal or other governmental authority to which the Property is subject, except such as may be contested by Mortgagor in good faith without, in the opinion of Mortgagee, jeopardizing any part of the Property or the security of Mortgagee hereunder.

6. Mortgagor expressly stipulates and agrees that the security herein and hereby provided shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; and Mortgagor hereby declares that the Property hereinbefore mentioned and conveyed to Mortgagee forms no part of any Property owned, used or claimed by Mortgagor as exempted from forced sale under the laws of the State of South Carolina, and disclaim and renounce all and every claim thereto under any such law or laws.

7. (a) Mortgagor will pay and discharge, as they become due and payable, all taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any State, County, Municipality or other taxing authority upon or in respect to the Property, or any part thereof, or any charge which, if unpaid, will become a lien or charge thereon prior or equal hereto, or would have priority or equality in the distribution of the proceeds of any sale of the Property, or any part thereof. In any event, however, Mortgagor shall have the right in good faith to contest any tax, assessment or other charges which it believes to be unjust or illegal. Mortgagor will furnish Mortgagee with satisfactory evidence that said taxes, assessments or governmental charges have been paid.

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