

appliances for heating, lighting, and refrigeration, screens, awnings, shades, carpeting, air conditioning equipment, or other equipment now or hereafter installed in or on said premises by the mortgagor, or owner, and used or for the use therein or thereon shall be held to be real fixtures and part of the mortgaged property hereby conveyed whether attached to the freehold or not and subject to the lien of this instrument; provided, however, that trade fixtures, production equipment and other personal fixtures of mortgagor or any tenant now or hereafter installed are not intended to be included in this provision and shall not be in any wise affected hereby or subject to the lien hereof. The parties hereto further agree that to further secure the herein described indebtedness, this mortgage shall serve as a security agreement between mortgagor and mortgagee, and in furtherance thereof, mortgagor hereby grants to mortgagee a security interest in fixtures now or hereafter owned or used on or about the herein described property. This security agreement shall in addition cover all proceeds of such fixtures when sold. Mortgagor hereby agrees to pay all costs, including reasonable attorney's fees, incurred by mortgagee in continuing the lien evidenced by all financing statements filed in connection herewith and in determining, from time to time, the priority satisfactory to mortgagee. In addition to the other remedies provided in this instrument, mortgagee is hereby authorized to exercise the rights of a secured party under the Uniform Commercial Code of South Carolina or any subsequent law in lieu thereof. A default under this Security Agreement shall constitute a default under this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee forever. And the mortgagor hereby binds himself to warrant and forever defend all and singular the said premises unto the said mortgagee from and against the mortgagor and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intention and meaning of the parties to these Presents, that if the said mortgagor does, and shall, well and truly pay, or cause to be paid, unto the said mortgagee, or its order, the said debt or sum of money aforesaid, with the interest thereon on or before the time same or any part thereof shall become due and all of the representations contained in such note shall be and remain true and valid and provided further that if mortgagor shall observe and perform the terms, covenants and conditions herein contained, and contained in any other instrument securing said note, according to the true intention and meaning thereof, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES AS FOLLOWS:

1. Mortgagor will comply with all provisions hereof and of the Note secured hereby and with the provisions of any other instrument securing said Note and mortgagor will pay mortgagee said sum of money, interest thereon, and additions thereto, as expressed herein and in said Note and in any other instrument securing said Note.
2. Mortgagor is seized of an indefeasible estate in fee simple in said mortgaged premises, and Mortgagor warrants title to said premises.
3. The mortgagor will pay to mortgagee, to the extent requested by said mortgagee, on dates upon which interest is payable, such amounts as mortgagee from time to time estimates as necessary to create and maintain a reserve fund and insurance premiums and charges on or against the property hereby mortgaged and as additional security for the debt secured by this mortgage. There shall be no interest due to mortgagor on such deposits.