

the Mortgagee may at its option exhaust any one or more of said securities, and the security hereunder either concurrently or independently, and in such order as it may determine.

28. To the extent permitted by law, Mortgagor waives any and all rights to request or require an appraisal under S. C. Code Ann., §29-3-680 through §29-3-770 (1976), of the Premises, and Mortgagor also specifically waives all right of redemption.

29. Upon payment in full of the note referred to in Article 10(a), the Mortgagor shall be entitled to a release from the lien of this Mortgage of the property referred to in Article 10(a) and upon payment in full of the note referred to in Article 10(b), the Mortgagor shall be entitled to a release from the lien of this Mortgage of the property referred to in Article 10(b).

30. This mortgage shall constitute a security agreement under the South Carolina Uniform Commercial Code with respect to any personal property described herein and Mortgagee shall have all the rights and remedies provided to a secured party by the Uniform Commercial Code in effect in South Carolina. In addition thereto, Mortgagor further agrees that (i) in the event that notice is necessary, written notice to Mortgagor five (5) business days prior to the date of public sale of property subject to the lien and security interest created herein or prior to the date after which private sale or other disposition of property will be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other reasonable time shall be sufficient; (ii) in the event of sale or other disposition of such property, Mortgagee may apply the proceeds of such sale or disposition to the satisfaction of Mortgagee's attorneys' fees, legal expenses or other costs and expenses incurred in connection with Mortgagee's retaking, holding, preparing for sale and selling of the property; and (iii) without excluding any other methods of sale, the sale of property shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of Mortgagee disposing of similar property, but in any event, Mortgagee may sell at Mortgagee's option on such terms as Mortgagee may choose without assuming any credit risk and without any obligation to advertise.

31. It is agreed that the Mortgagor shall hold and enjoy the Premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, and of the note secured hereby, including notes evidencing advances made subsequent to the signing of these presents, and shall well and truly pay to the Mortgagee all monies owed to Mortgagee, including any advances made subsequent to the signing of these presents, then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage by its duly authorized officers on this the 8 day of September, 1978.

In the Presence of:

Wayne F. Kish
James H. [Signature]

SOUTHEASTERN FREIGHT LINES (SEAL)

By: [Signature]

Its: [Signature]

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