

10. If at any time there is any conflict between any provision of this Mortgage and any provision of the aforesaid leases, then such provision of this Mortgage shall govern and apply.

11. Grantor shall furnish to the Holder of the Note secured hereby one hundred twenty (120) days after the end of each ~~calendar~~ fiscal year ^{of the Grantor} an operating statement, ~~and balance sheet~~ prepared and certified by ~~its chief accounting officer~~ ^{its chief accounting officer} showing for the preceding ~~calendar~~ fiscal year in reasonable detail all income from the premises by source and an itemized breakdown of all operating expenses of the premises, in a form acceptable to said holder. In addition, Grantor shall maintain complete and accurate records of the operation of the premises and permit the holder of the Note to examine Grantor's records at any reasonable time.

12. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Mortgage in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

13. The words "Grantor" and "Beneficiary" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties hereto; and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. The term "Beneficiary" and the phrase "holder of the Note secured hereby" shall be treated as interchangeable. The term "Grantor" shall mean "Mortgagor" and the term "Beneficiary" shall mean "Mortgagee".

14. The Grantor covenants and agrees that the terms and conditions of this Mortgage, insofar as they govern the relationship between the Grantor on the one hand and the Beneficiary on the other, shall be deemed to apply appropriately as the terms and conditions of a Security Agreement under the Uniform Commercial Code as adopted in South Carolina, the lien of which shall be perfected by filing simultaneously or hereafter any Financing Statements showing the Beneficiary's interest as a lienholder or creditor with respect to any class of items installed on the property and described in any Financing Statements. In the event of default, the Beneficiary, as secured party, shall have, without limitation, all of the rights and remedies provided for