

in the Uniform Commercial Code as adopted and amended in South Carolina, it being understood and agreed by the parties hereto, however, that nothing above set out shall be interpreted to include any personal property belonging to any tenant.

15. The Beneficiary shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

16. Without affecting the liability of any person (other than any person released pursuant to the provisions of this paragraph 16) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the security title hereof upon any premises not specifically released pursuant hereto, Beneficiary may at any time and from time to time (a) release any person liable for payment of any indebtedness secured hereby; (b) extend the time or agree to alter the terms of payment of any of the indebtedness; (c) accept additional security of any kind; (d) release any premises securing the indebtedness; or (e) consent to the creation of any easement on or over the premises or any covenants restricting the use or occupancy thereof.

17. At any time, and from time to time, upon request by Beneficiary, Grantor will make, execute and deliver or cause to be made, executed and delivered, to Beneficiary any and all other further instruments, certificates and other documents, including without limitation financing statements with respect to all additions and replacements of the property, as may be necessary in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of Grantor under said Note and the priority of this Mortgage. Upon any failure by Grantor to execute and deliver such instruments, certificates and other documents on or before thirty (30) days after receipt of written request therefor, the Beneficiary may make, execute and record any and all such instruments, certificates and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Beneficiary the agent and attorney-in-fact of Grantor so to do.

18. This agreement is delivered and is intended to be performed in the State of South Carolina and shall be construed in accordance with the laws of said State.

19. The rights of Beneficiary, granted and arising under the clauses and covenants contained in this Mortgage and Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Beneficiary may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under the Mortgage and other documents evidencing or securing the Note, and preservation of security as provided at law. No act of Beneficiary shall be construed as an election to proceed under any one provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

20. All moneys and awards payable as damages and/or compensation, for the taking of title to or possession of, or for damages to, or on account of change of grade affecting, any portion of the premises subject to this Mortgage by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the Beneficiary, be paid to the Beneficiary, and such moneys and awards are hereby assigned to Beneficiary, and judgment therefor shall be entered in favor of Beneficiary, and when paid may, at the option of Beneficiary, (a) be applied, in whole or in part, by Beneficiary upon any indebtedness or obligation secured hereby, whether the same be matured or unmatured, and in such order as Beneficiary may deter-