

Fourth: INVALID PROVISIONS TO AFFECT NO OTHERS. If fulfillment of any provision hereof or any transaction related hereto or to the note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained operates or would prospectively operate to invalidate this mortgage and security agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this mortgage and security agreement shall remain operative and in full force and effect.

Fifth: NUMBER AND GENDER. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

Sixth: MEDIUM OF PAYMENT. All payments of principal, interest and any and all other payments required or provided for herein shall be paid in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the office of the Mortgagee or at such other place either within or without the State of South Carolina as the holder of said notes may from time to time designate. Said payments to be made at the par of exchange and net to the obligee. Notwithstanding anything to the contrary herein contained \*

Seventh: TRANSFER OF NOTE. In case any of the notes or any interest in any of the notes hereby secured be hereafter endorsed or assigned or passed by operation of law to another party, all of the powers and options herein conferred on the obligee are automatically devolved and passed to the new holder(s) of the notes. Subsequent or successive transfer of the title to the notes secured hereby shall likewise carry the powers and options referred to the subsequent note holder or note holders. These provisions shall be in addition to and not in substitute of, powers granted to note holders by the statutory laws of the State of South Carolina.

#### ARTICLE IV.

First: DEFAULT OF MORTGAGOR IS A DEFAULT OF DEBTORS.

The Debtors covenant that the Mortgagor will perform every covenant, warranty, and undertaking set forth in this Mortgage; and agree that any default on the part of the Mortgagor shall constitute a default as to the Debtors, jointly and severally.

Second: CROSS DEFAULT.

Any default under the terms of any one of the notes secured hereby shall constitute a default of all of the notes and of this mortgage.

Third: WAIVER OF APPRAISAL. The Mortgagor and Debtors, jointly and severally, waive the provisions of Sections 29-3-680 through 29-3-770, Code of Laws of South Carolina, 1976.

Fourth: TRANSFER OF THE PREMISES; DISSOLUTION OF DEBTOR. In the event of conveyance or encumbrance of the premises or any part thereof to any person other than a Debtor, or in the event of dissolution of any Debtor, all sums secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, unless Mortgagor shall offer substitute security acceptable to Mortgagee, which acceptance shall not be unreasonably withheld.

(5) days after a  
\* in this subparagraph Sixth, payments shall be deemed to have been made within five / check made payable to the order of Mortgagee and drawn in the amount of the then due payment shall have been deposited in the U.S. mail in an envelope addressed to the Mortgagee with the necessary postage affixed. Further, any such payment shall be accepted as having been made when received by the Mortgagee within five (5) days following the date on which any such payment is due and payable.

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M.F.D.

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