

20. That if the Mortgagor shall fail to perform or cause to be performed any of the covenants contained in paragraphs 4, 9, 10, 13 or 17, the Mortgagee or the holder, from time to time, of the Note, may make advances to perform, and perform, the same in its behalf and all sums so advanced shall be fully secured hereby prior to the Note; and the Mortgagor will repay on demand all sums so advanced on its behalf with interest computed from the date of payment at the rate of 13.5% per annum (or at the highest rate not prohibited by applicable law, whichever is less);

21. This Mortgage is made, executed and delivered in accordance with the laws of the State of South Carolina and shall be governed and interpreted in accordance with said laws.

PROVIDED, ALWAYS, that if the Mortgagor shall well and truly perform all the terms, conditions and covenants of this Mortgage and of the Note and the Term Loan Agreement secured hereby, including, without limitation, the payment of such Note when it matures and each installment of interest and Installment Payment (as defined in the Note) as it becomes due and payable, then this Mortgage and the Note secured hereby shall cease and become void and of no effect.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular