

10. That the enactment of any new statute or law by any governmental agency or body, or the legal interpretation of any existing statute or law, that in the judgment of the Mortgagee materially interferes with the mortgaged premises or with the operation of the business in which the Mortgagor is engaged, shall, at the option of the Mortgagor, constitute a default hereunder.

11. That the Mortgagor will execute and deliver to the Mortgagee, on demand, any instrument or instruments necessary to reaffirm, to correct and to perfect the lien of the Mortgagee to the mortgaged premises.

12. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

13. That the within Mortgage shall also constitute a Security Agreement under the Uniform Commercial Code as adopted in the State of South Carolina, creating a lien on the personalty and/or fixtures described herein and in the event of default, the Mortgagee as Secured Party, shall have, without limitation, all of the rights and remedies available to it under the Uniform Commercial Code, as adopted. The Mortgagor shall have the right to replace any of the property covered by this Security Agreement with property of a like kind and of comparable quality.

14. That, at the option of the Mortgagee, the indebtedness secured by this Mortgage and Security Agreement shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person or entity in any manner whatsoever other than by death of the Mortgagor or by and through a corporate reorganization or merger or any conveyance to any affiliate of the Mortgagor and/or Daniel International Corporation.

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