

the Bank represented by the Anticipation Note which is the source of the funds loaned by the County to the Company and represented by the Company Note. This Mortgage shall remain binding upon the Company until the Bank has received payment of the amount loaned by it regardless of any determination for any reason, including invalidity, that the County is not liable for the payment, of the Anticipation Note.

Finally, the Company is required to notify the Bank at the times and to the extent that it is required to notify the County of any event under this Mortgage.

SECTION 9. MISCELLANEOUS.

This instrument is intended to constitute a security agreement as required under the Uniform Commercial Code of South Carolina and to operate and is to be construed as a mortgage conveying and granting a mortgage lien on the Premises and is made under those provisions of the existing laws of the State of South Carolina relating to mortgages and is given to secure a debt evidenced by the Company Note. When in this Mortgage one of the parties hereto is named or referred to, the legal representative, successors and/or assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Company or by or on behalf of the County shall bind and inure to the benefit of their representatives, successors and assigns, whether so expressed or not. The headings of the sections, paragraphs and subdivisions of this Mortgage are for the

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