

SECTION 10. 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 respective representatives, successors and/or assigns, whether so expressed or not.

The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

The unenforceability or invalidity or any provision or provisions of this Mortgage shall not render any other provision or provision herein contained unenforceable or invalid.

All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when