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and appurtenances, and other property interests are sometimes collectively referred to herein as either the "premises" or the "property".

TO HAVE AND TO NOLD the premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Mortgagee, its successors and assigns; and the Mortgagor covenants that it is lawfully seized and possessed of the premises in fee simple and have good right to convey the same, and that the same are unencumbered except as indicated on Exhibit B attached hereto and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever.

This conveyance is also intended to constitute a security agreement as provided under the Uniform Commercial Code as enacted in South Carolina.

The Hortgagor covenants with the Mortgagee as follows:

1. The Hortgagor will pay the indebtedness secured hereby in accordance with the terms hereof and of said Note and Loan Agreement, and will pay when due all taxes, assessments, levies and other charges of every character upon or against the premises, said Note, this instrument or any interest of the Mortgagor or Mortgagee therein, including without limitation, all taxes assessed in South Carolina against the Mortgagee on this instrument or the sum secured hereby evidenced by said Note. Mortgagor shall pay all of the taxes, stamp tax, or other charges which may be assessed upon this instrument, said Note or for the indebtedness secured hereby, without regard to any law, federal or state heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely Hortgagee, Hortgagor will promptly pay any such tax. If Mortgagor fails to make such payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment, then the entire balance of the principal sum secured by this Mortgage

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THE ROLL

CONTRACTOR & CONTRACTOR