

security of this Mortgage up to the principal amount of the Note shall be treated as disbursements pursuant to the Loan Agreement, and such sums disbursed by Lender in excess of the principal amount of the Note shall be additional indebtedness of Borrowers secured by this Mortgage. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrowers under applicable law, and shall be payable upon notice from Lender to Borrowers requesting payment therefor.

If, after the commencement of amortization of the Note, the Note and this Mortgage are sold by Lender, from and after such sale the Loan Agreement shall cease to be a part of this Mortgage and Borrowers shall not assert any right of set-off, counterclaim, or other claim or defense arising out of the Loan Agreement against the obligations of the Note and this Mortgage.

22. Effect on Lease. Nothing herein contained shall be construed to alter the respective rights and obligations of the Landlords and Tenant and their successors in interest under the Lease.

IN WITNESS WHEREOF, Borrowers have executed this Mortgage as a Sealed Instrument.

Signed, sealed and delivered in the presence of:

David A. Quattlebaum  
N. Bunny B. Johnson

Carroll E. Caldwell (SEAL)  
Carroll E. Caldwell  
203 Old Towne Way  
Simpsonville, South Carolina 29681

Malcolm E. Rentz  
J. B. Rice

Nancy Caldwell Rentz (SEAL)  
Nancy Caldwell Rentz  
224 Holly Ridge Drive  
West Columbia, South Carolina 29619

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

Before me personally appeared DAVID A. QUATTLEBAUM III and made oath that HE saw the within named Carroll E. Caldwell, Borrower, sign, seal, and as his act and deed, deliver the within written Mortgage; and that HE with N. BUNNY B. JOHNSON witnessed the execution thereof.

SWORN before me this 9 day of NOVEMBER, 1981.

N. Bunny B. Johnson (SEAL)  
Notary Public for South Carolina

David A. Quattlebaum <sup>TR</sup>

My commission expires: 8-23-89

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