

the terms of the Loan Agreement, Mortgagee may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Mortgagee hereunder, immediately due and payable and/or exercise all additional rights accruing to it under this Mortgage. The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Loan Agreement. All advances and indebtedness arising and accruing under the Loan Agreement from time to time shall be secured hereby.

4.02 Partial Foreclosure. In the event the Mortgaged Property is comprised of more than one parcel of real property, Mortgagor hereby waives any right to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Mortgaged Property prior to the foreclosure or exercise of said remedies against other portions of the Mortgaged Property.

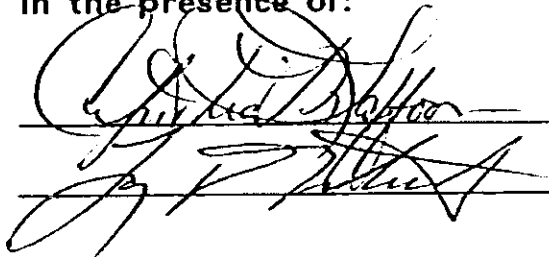
4.03 Covenants of Guarantors. As a part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagor may have caused certain other persons, firms or corporations to enter into certain guaranty agreements with Mortgagee. In such event, Mortgagor covenants and agrees that such persons, firms or corporations shall fully perform, comply with and abide by such agreements. It is further understood and agreed by Mortgagor that such representation and agreements by the other persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of Mortgagor.

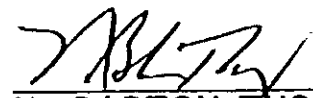
4.04 Release. In the event no default or Event of Default exists under the provisions of the Note, this Mortgage, or the Loan Agreement, Mortgagee shall release the Mortgaged Property in accordance with the terms of the Loan Agreement.

4.05 Prior Mortgage. Mortgagor shall not amend the Prior Mortgage or the note secured thereby in any way without the prior, written consent of Mortgagee, which may be given or withheld by Mortgagee in its sole discretion. Mortgagor agrees to give Mortgagee copies of all notices of default under the Prior Mortgage promptly after Mortgagor receives same. This Mortgage, and Mortgagor's obligations hereunder, are expressly subject and subordinate to the Prior Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Signed, sealed and delivered
in the presence of:



 (SEAL)
N. BARTON DUCK, JR., as
nominee for the Trustees of
U. S. Shelter, a Massachusetts
business trust

Mortgagee hereby joins in the execution of this Mortgage and Security Agreement with the intention that it shall serve as a financing statement pursuant to §36-9-402 of the Code of Laws of South Carolina 1976.