

This Mortgage is one of eighteen counterpart mortgages or Deeds to Secure Debt executed by the Mortgagor encumbering various tracts of property located in several counties in Georgia and South Carolina. Each of said counterpart mortgages and Deeds to Secure Debt is given as security for the covenants contained in the Guarantee and in each such instrument. Each counterpart mortgage and Deeds to Secure Debt encumbers property located in one county of Georgia or South Carolina. Notwithstanding that fact, all of the property encumbered by all of the counterpart mortgages and Deeds to Secure Debt shall secure the covenants in the Guarantee and each such mortgage and Deed to Secure Debt, and the counterpart mortgages and Deeds to Secure Debt shall be deemed to constitute and shall constitute one mortgage and Deed to Secure Debt, as the case may be.

The Mortgagor hereby covenants with the Mortgagee that the Mortgagor has full power and lawful authority to mortgage the Property.

This instrument is also intended to constitute a security agreement as required under the Uniform Commercial Code of the State of South Carolina.

The terms of the Loan Agreement are hereby incorporated herein. If there is any inconsistency or contradiction between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

AND the Mortgagor does further hereby covenant and agree:

1. The Mortgagor shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in the Guarantee and this Mortgage.

2. Except as hereinafter specifically provided, the Mortgagor shall commit or suffer no waste upon the Property at any time; shall comply with, or cause to be complied with, all statutes, regulations, ordinances and requirements of any governmental or other authority relating to the Property; shall comply at all times with covenants and restrictions in any manner affecting said Property; shall do or permit to be done to the Property nothing that will materially alter or adversely change the use and character thereof nor knowingly use or permit the Property or any part thereof to be used for an illegal purpose; shall do nothing in any way to impair the security of this Mortgage; and the Mortgagor shall do all other acts which by reason of the character or use of the Property may be reasonably necessary to maintain the Property in a state of good repair and condition, and, to the extent of insurance proceeds available to Mortgagor, to repair and rebuild any part of the Property damaged. To assure that the Property is being so maintained, the Mortgagee shall have the right, during all reasonable business hours, to inspect the Property during the term hereof. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Property, for thirty (30) days after written demand is given by Mortgagee to Mortgagor, the Mortgagee may, at its option, make such repairs or cause the same to be made, and advance monies in that behalf and the amount of such advances together with interest thereon as described in the Note shall be secured by this Mortgage, provided however that no further notice shall be required for