

remaining covenants, agreements, terms or provisions contained herein and therein shall be in no way affected, prejudiced or disturbed thereby.

3.05 Changes, etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only with an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.06 Governing Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of South Carolina (excluding the principles thereof governing conflicts of law).

3.07 Duplicate Counterparts. This Mortgage has been prepared, executed and delivered in three duplicate counterparts for the purpose of simultaneous recording in Greenville County, South Carolina, Anderson County, South Carolina and Pickens County, South Carolina.

#### ARTICLE FOUR

#### LENDING PROVISIONS

##### 4.01 Breach of Financing Agreement and Other Documents.

Notwithstanding anything to the contrary contained in this Mortgage or in the Notes, or in any other instrument evidencing or securing the Obligations, upon an Event of Default unless cured in accordance with the terms of the Financing Agreement, Mortgagee may at its option declare all Obligations 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 in the event of a breach by Mortgagor of any covenant contained in this Mortgage, the Notes, the Financing Agreement and in any other instrument evidencing or securing the Obligations.

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.

4328 RV-2