

AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this Mortgage or for any purpose involving this Mortgage, or should the Indebtedness hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee of not less than ten (10%) percent of the amount involved, shall thereupon become due and payable as a part of the Indebtedness secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if it, the said Mortgagor does and shall well and truly pay, or cause to be paid, unto the said Mortgagee the said Indebtedness and conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void, otherwise it shall remain in full force and virtue.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

All the terms and conditions of this Mortgage shall be construed in accordance with the laws of the State of South Carolina.

The terms and provisions of this instrument shall be construed, to the extent possible, to be complimentary to, consistent with and supplemental to the terms and provisions of the Loan Agreement. However, in the event of any inconsistency between the terms and provisions of this instrument and the terms and provisions of the Loan Agreement, the terms and provisions of the Loan Agreement shall prevail. Further, it is understood