

addition to each and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional mortgage, security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage and Security Agreement operate to prejudice, waive or affect the mortgage and security interest granted by this Mortgage and Security Agreement or any rights, powers or remedies hereunder; nor shall First National be required to first look to, enforce or exhaust such other or additional security, collateral or guarantees.

In case First National shall have proceeded to enforce any right or remedy under this Mortgage and Security Agreement by receiver, entry, foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then to the extent allowed by law the Company and First National shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of First National shall continue as if no such proceedings had been taken.

SECTION 8. MISCELLANEOUS.

This Mortgage and Security Agreement shall be construed and enforced in accordance with the laws of South Carolina.

When in this Mortgage and Security Agreement one of the parties hereto is named or referred to, the legal representatives, successors or assigns of such party shall be included and all covenants and agreements contained in this Mortgage and Security