

104-4-669

...the Property, and shall be deemed to be a part of the Property...
...Mortgagee, at its sole option, may, at any time, request the Mortgagee to...
...Mortgagee and Mortgagee agree in writing to other terms of payment...
...Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or in any other right or remedy of Mortgagee hereunder

11. Waiver by Mortgagee. Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law

12. Waiver by Mortgagee. Mortgagee understands that upon default hereunder, among other remedies set out herein and in the above referenced Promissory Note, the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (1976). Mortgagee hereby expressly waives and relinquishes any appraisal rights which Mortgagee may have under Section 29-3-690 through Section 29-3-760, South Carolina Code of Laws (1976) as amended and understands and agrees that a deficiency judgment, if pursued by Mortgagee, shall be determined by the highest price bid at the judicial sale of the property

13. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document

- 14. Miscellaneous.**
- (a) It is understood and agreed that all indebtedness of Mortgagee to Mortgagee at any time hereafter existing resulting from advances and readvances heretofore, now or hereafter made by Mortgagee to Mortgagee, regardless of whether such advances and readvances are made at the option of the Mortgagee, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorney's fees until all of said indebtedness has been satisfied in full
 - (b) The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or assign of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagee to such successor or assign shall be secured hereby
 - (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagee or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not
 - (d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof
 - (e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect
 - (f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage under seal the day and year first above written

Signed, sealed and delivered in the presence of
[Signature]
[Signature]

JOHN COCHRAN COMPANY, INC.
3 *[Signature]* SEAL
[Signature] SEAL
[Signature] SEAL

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