

persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of Mortgagor.

4.04 Partial Releases. In the event no default exists under the provisions of the Bonds, this Mortgage, or the Loan Agreement, Mortgagee shall make partial releases in accordance with the terms of the Loan Agreement.

4.05 Cross Reference. Where reference is made herein to the Loan Agreement, the use of the term "Project" therein shall be taken to be synonymous with the term "Mortgaged Property" herein. This instrument is intended to supplement the Loan Agreement by giving the Mortgagee additional rights and remedies granted thereunder, and is not intended to be in conflict with the Loan Agreement. If, however any provision of this instrument shall be deemed to be in conflict with the Loan Agreement, the provisions of the Loan Agreement shall prevail.

4.06 Concerning the Mortgagee. As used herein "Mortgagee" refers to holders of the Bonds, and the rights of the Mortgagee hereunder shall, without further action, inure to the benefit of successive registered holders of the Bonds. Any action taken by Holders of a majority of Bonds Outstanding (as such terms are defined in the Loan Agreement) shall be deemed to be an action taken by Mortgagee hereunder and shall be for the benefit of all Holders of Bonds then Outstanding (as such terms are defined in the Loan Agreement).

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year above first written.

Signed, sealed and delivered in the presence of:

John B. Maltl
Katherine M. Quase

John B. Maltl
Katherine M. Quase

E&H PROPERTIES
a South Carolina general partnership

By: Riley O. Etheridge (Seal)
Riley O. Etheridge, Partner

By: Russell J. Herring (Seal)
Russell J. Herring, Partner

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