

parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor 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 Notes, 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, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Amos A. Patten^{II}
A. Bunny S. Johnson

THE FOUKE COMPANY (SEAL)

By: Delroy Singh
President

And by: Robert M. Edgerworth
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named The Fouke Company, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Mortgage of Real Estate and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Amos A. Patten^{II}

SWORN to and subscribed

before me this 30th day of

September, 1983.

A. Bunny S. Johnson (SEAL)
Notary Public for South Carolina

My commission expires: 8-22-89

