

saved harmless and shall be reimbursed by the Mortgagor for any amounts paid, including all reasonable costs, charges and attorneys' fees incurred in any such suit or proceedings, and the same shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt.

6. Any notice required or permitted to be given to the Mortgagor or Mortgagee hereunder shall be deemed to have been given if and when sent by prepaid registered or certified mail, return receipt requested, addressed as follows:

To the Mortgagor: Specialty Waste Equipment, Inc.
Pleasantburg Industrial Park
Greenville, South Carolina
29169

To the Mortgagee: BarclaysAmerican/Business Credit,
Inc.
2302 West Meadowview Road
Post Office Box 7016
Greensboro, North Carolina
27407

or at such other address as the Mortgagor or Mortgagee may designate in writing to the other from time to time.

7. This Mortgage shall continue until the entire indebtedness secured hereby is paid, notwithstanding any action or actions which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, levies, charges or insurance premiums due and payable under the provisions of this Mortgage.

8. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Mortgage in whole or in part, then, such clauses and provisions 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.

9. This agreement is delivered and is intended to be performed in the State of South Carolina and shall be construed in accordance with the laws of said State.

10. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this Mortgage and the Loan Agreement and the Guaranty shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under the Mortgage and other documents evidencing or securing the indebtedness secured hereby, and preservation of security as provided by law. No act of Mortgagee shall be construed as an election to proceed under any one provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

11. The term "default" or "event of default" wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by Borrower or Mortgagor to pay when due and payable under the terms of this Mortgage, the Loan Agreement, the Guaranty or any other document evidencing and/or securing the indebtedness secured hereby, any installment of principal, interest, or any other monetary amount;