

of any such award or payment by Mortgagee and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment;

(f) Any and all rights, members, tenements, hereditaments and appurtenances belonging to the land or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all easements and covenants now existing or hereafter created for the benefit of the Mortgagor or any subsequent owner or tenant of the land and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the state, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of the Mortgagor in and to the land or any part thereof; and

(g) All articles of personal property used or useful in connection with the operation, use and occupancy of the premises.

All of the above-mentioned land, buildings and improvements, fixtures, machinery, furniture, equipment, personal property, tenements, hereditaments and appurtenances, and other property interests are sometimes collectively referred to herein as either the "premises" or the "property".

TO HAVE AND TO HOLD the premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Mortgagee, its successors and assigns; and the Mortgagor covenants that it is lawfully seized and possessed of the premises in fee simple and has good right to convey the same, and that the same are unencumbered except as indicated on Exhibit B attached hereto and the Mortgagor will warrant and defend the title thereto against the claims of all persons whomever.

This conveyance is also intended to constitute a security agreement as provided under the Uniform Commercial Code as enacted in South Carolina.

The Mortgagor covenants with the Mortgagee as follows:

(1) The Mortgagor will pay the indebtedness secured hereby in accordance with the terms hereof and of the Notes and Loan Agreement, and will pay when due all taxes, assessments, levies and other charges of every character upon or against the premises, the Notes, or this instrument, including without limitation, all taxes assessed in South Carolina against the Mortgagee on this instrument or the sums secured hereby evidenced by the Notes. Mortgagee shall pay all of the taxes, stamp tax, or other charges which may be assessed upon this instrument, the Notes or for the indebtedness secured hereby, without regard to any law, federal or state heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in the taxation of debts secured by mortgages or the manner of collection taxes so as to affect adversely Mortgagee, Mortgagor will promptly pay any such tax. If Mortgagor fails to make such payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment, then the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall become due and payable at the option of the Mortgagee. The Mortgagor may in good faith, by

