

3.3 Information. All information, reports, papers and data given to Mortgagee with respect to Mortgagor, Guarantor or others obligated under the terms of the Security Documents or the Mortgaged Property are, or at the time of delivery will be, accurate, complete and correct in all material respects and do not omit any fact, the inclusion of which is necessary to prevent the facts contained therein from being materially misleading.

3.4 Title to Mortgaged Property and Priority of this Instrument. Mortgagor has good, marketable and indefeasible title to the Land and Improvements, and good and marketable title to the Fixtures and Personalty, free and clear of any liens, charges, encumbrances, security interests, claims, easements, restrictions, options, leases (other than the Leases), covenants and other rights, titles, interests or estates of any nature whatsoever except the Permitted Encumbrances. This Mortgage constitutes a valid and subsisting first mortgage, lien and encumbrance, prior in right, on the Land, Improvements and Fixtures, a valid, subsisting first security interest in and to the Personalty, Construction Contracts, Plans and to the extent that the terms Leases and Rents include items covered by Article 9 of the Uniform Commercial Code, Title 36 of the Code of Laws of South Carolina (1976), in the Leases and Rents; and a valid, subsisting first assignment of the Leases and Rents not covered by said Article 9, all in accordance with the terms hereof.

3.5 Taxes and Other Payments. Mortgagor and Guarantor have filed all Federal, state, county, municipal and city income and other tax returns required to have been filed by them and have paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by them, and neither Mortgagor nor Guarantor knows of any basis for any additional assessment in respect of any such taxes, except that which may result from increased valuation resulting from the construction of the Improvements. Mortgagor has paid or will pay in full (except for such retainages as may be permitted or required by any Legal Requirement to be withheld by Mortgagor pending completion of the Improvements) all sums owing or claimed for labor, material, supplies, personal property (whether or not forming a Fixture hereunder) and services of every kind and character used, furnished or installed in or on the Mortgaged Property and no claim for same exists or will be permitted to be created.

#### Article 4

##### AFFIRMATIVE COVENANTS

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

4.1 Payment and Performance. Mortgagor will pay the Indebtedness, as and when called for in the Security Documents, and on or before the due dates thereof, and will perform all of the Obligations in full and on or before the dates same are to be performed.

4.2 Existence. Mortgagor will preserve and keep in full force and effect its existence, rights, franchises and trade names.

4.3 Compliance with Legal Requirements. Mortgagor will promptly and faithfully comply with, conform to and obey all present and future Legal Requirements, whether or not same shall necessitate structural changes in, improvements to, or interfere with the use or enjoyment of the Mortgaged Property.