

To this end, Mortgagor has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED and SET OVER, and by these presents, does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER and SET OVER, unto Mortgagee a first and prior security interest in, to, under and with respect to the Personalty, Fixtures, Construction Contracts, Plans, Leases and Rents ("Collateral") to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations. It is the intent of Mortgagor and Mortgagee that this Mortgage encumber all Leases and Rents, that all items contained in the definition of "Leases" and "Rents" which are included within Article 9 of the applicable Uniform Commercial Code be covered by the security interest granted in this Article 9 and that all items contained in the definition of "Leases" and "Rents" which are excluded from Article 9 of the applicable Uniform Commercial Code be covered by the provisions of Article 2 and Article 10 hereof.

9.2 Financing Statements. Mortgagor hereby agrees with Mortgagee to execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such Financing Statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest herein granted, and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law, to so create, perfect and preserve such security interest.

9.3 Uniform Commercial Code Remedies. Mortgagee shall have all the rights, remedies and recourses with respect to the Personalty, Fixtures, Construction Contracts, Plans, Leases and Rents afforded to a "Secured Party" by the aforesaid Uniform Commercial Code [being Article 9 of the Uniform Commercial Code, Title 36 of the Code of Laws of South Carolina (1976), as to property within the scope thereof and situated in the State of South Carolina] in addition to, and not in limitation of, the other rights, remedies and recourses afforded by the Security Documents.

9.4 Construction Mortgage and Fixture Filing. This Mortgage secures future advances to be used for construction of improvements on the Land pursuant to a Loan Agreement of even date herewith between Mortgagor and Mortgagee. Accordingly, this Mortgage constitutes a "construction mortgage" as that term is defined on the first page hereof. This Mortgage shall also constitute a "fixture filing" for the purposes of the aforesaid Article 9. All or part of the Mortgaged Property are or are to become fixtures.

9.5 Warranties and Financing Statement Requirements.

(a) Mortgagor warrants that (i) Mortgagor's (that is, "Debtor's") name, identity or corporate structure and residence or principal place of business are as set forth in Subparagraph 9.5(b) hereof; (ii) Mortgagor (that is, "Debtor") has been using or operating under said name, identity or corporate structure without change for the time period set forth in Subparagraph 9.5(b) hereof; and (iii) the location of the Collateral is upon the Land. Mortgagor covenants and agrees that Mortgagor will furnish Mortgagee with notice of any change in the matters addressed by clauses (i) or (iii) of this Subparagraph 9.5(a) within thirty (30) days of the effective date of any such change,