

3.04 Invalid Provisions to Affect No Others In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

3.05 Changes, etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.06 Governing Law This Mortgage is made by Mortgagor and accepted by Mortgagee in the State of South Carolina, with reference to the laws of such State, and shall be construed, interpreted, enforced and governed by and in accordance with such laws (excluding the principles thereof governing conflicts of law).

3.07 Default Rate The Default Rate shall be as provided in the Note; in the event no such rate is provided therein, the Default Rate shall be the maximum rate of interest permitted by law at the time of default or fifteen (15%) per cent per annum, whichever is less.

3.08 The Mortgagor will pay the rent and other charges provided for and made payable by the lease within ten days after such rents or charges are payable.

3.09 The Mortgagor will at all times fully perform and comply with all agreements, covenants, terms and conditions on or assumed by it as lessee under the lease above mentioned, and if the Mortgagor shall fail to do so, the Mortgagee may, but shall not be obligated to, take any action Mortgagee deems necessary or desirable to prevent or to cure any default by the Mortgagor in the performance of or compliance with any of the covenants or obligations of the Mortgagor under said lease above mentioned upon receipt of any written notice of default by the lessee thereunder and Mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof is questioned or denied by the Mortgagor or by any party on behalf of the Mortgagor. The Mortgagor hereby expressly grants to the Mortgagee and agrees that the Mortgagee shall have the absolute and immediate right to enter into and on the incumbered premises or any part thereof to such extent and as often as the Mortgagee in its sole discretion deems necessary or desirable in order to prevent or to cure any such default by the Mortgagor. The Mortgagee may pay and expend such sums of money as the Mortgagee in its sole discretion deems necessary for any such purpose and the Mortgagor hereby agrees to pay the Mortgagee immediately and without demand all such sums so paid and expended by the Mortgagee together with interest thereon from date of each such payment at the same rate as provided for in the note hereby secured. All sums so paid and expended by the Mortgagee and the interest thereon shall be secured by the lien of this Mortgage.

3.10 Mortgagor will not surrender its leasehold estate and interest above-described nor terminate nor cancel the lease and will not, without the express written consent of the Mortgagee, modify, change, supplement, alter or amend the lease either orally or in writing and any such termination, cancellation, modification, change, supplement, alteration or amendment of the lease without the prior written consent thereto by the mortgagee shall be void and of no force and effect. As further security to the Mortgagee, the Mortgagor does hereby deposit with the Mortgagee a certified copy of the original lease to be retained by the Mortgagee until all indebtedness secured hereby is fully paid.

3.11 No release or forbearance of any of the obligations of the Mortgagor under the lease pursuant to the same or otherwise shall release the Mortgagee from any of its obligations hereunder including its obligations with respect to the payment of rent as provided for in the lease and the performance of all the terms, provisions, covenants, conditions and agreements contained in the lease to be kept, performed, complied with by the lessee therein.