

then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance moneys to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. The entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

11. Waiver by Mortgagee. Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

12. Waiver by Mortgagor. Mortgagor understands that upon default hereunder, among other remedies set out herein and in the above referenced Promissory Note, the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (1976). Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under Section 29-3-680 through Section 29-3-760, South Carolina Code of Laws (1976) as amended and understands and agrees that a deficiency judgment, if pursued by Mortgagee, shall be determined by the highest price bid at the judicial sale of the property.

13. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

14. Miscellaneous.

- (a) It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances and readvances heretofore, now or hereafter made by Mortgagee to Mortgagor, regardless of whether such advances and readvances are made at the option of the Mortgagee, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorney's fees until all of said indebtedness has been satisfied in full.
- (b) The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or assign of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successor or assign shall be secured hereby.
- (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity; and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision 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.
- (f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

Description: (Continued from front)

ALSO: together with a non-exclusvie easement of ingress and egress in and to the street situate on the above described property being fifty (50) feet in width and running from Ashmore Branch Road at a point at the joint corner of property now or formerly of Jetmar Company, a partnership, and property now or formerly of Southeastern Sprinkler Co., Inc. and running thence along the line of property of Southeastern Sprinkler Co., Inc. from Ashmore Branch Road in a southeasterly direction as more particularly shown on the above-mentioned plat.

ALSO: if any portion of the building or improvements shown on the above mentioned plat encroaches on the adjoining property now or formerly owned by Jetmar Company, a partnership, along the western boundary of said property as a result of settling or shifting of the improvements, or by reason of any deviation from the plat or plans and the construction or rebuilding of any improvements or portion thereof, an easement exists for the encroachment and for the maintenance of the same so long as the improvements shall exist.

DERIVATION: Deed Book 1000 at page 432, Deed Book 1045 at page 332, and Deed Book 1045 at page 335, in the R.M.C. Office for Greenville County.

This mortgage is subsequent and junior to that mortgage given by the within named mortgagor to The South Carolina National Bank dated October 29, 1976, and recorded in Mortgage Book 1381 at page 702 in the R.M.C. Office for Greenville County; and assigned to Oconee Savings & Loan Association on October 29, 1976.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Ashley H. Weston
Winnie P. Sherman
Sandra Justice

TERRY PROPERTIES, A PARTNERSHIP, AND
TERRY PROPERTIES, II, A PARTNERSHIP,
BY THEIR GENERAL PARTNERS,

John R. Terry, Jr. (SEAL)
William Ronald Terry (SEAL)
John Michael Terry (SEAL)

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