

ARTICLE III
MISCELLANEOUS

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3.1. **Waiver.** 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.

3.2. **Waiver of Appraisal, Valuation, Stay, Extension, Redemption and Homestead Laws.** Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, redemption or homestead exemption laws now or hereafter in force.

3.3. **Default Rate.** The Default Rate shall be the default rate as set forth 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, or eighteen (18%) per cent per annum whichever is less.

3.4. **Future Advances.** Mortgagee, at its option, may make future advances to Mortgagor; provided, that nothing contained herein shall constitute an obligation to do so. Such future advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other instrument stating that such advances are secured by this Mortgage or when advanced under the terms of this Mortgage. Mortgagee may make such future advances (a) at the request of Mortgagor, whether or not there is any obligation to make future advances; or (b) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

3.5. **Construction.** This Mortgage shall be construed and enforced in accordance with the laws of South Carolina. Paragraph captions are included herein only for convenience of reference and shall not be deemed to limit or define the purpose or effect of any provision hereof. The provisions of this Mortgage are severable, and the invalidity of one or more provisions shall not be deemed to invalidate the remainder. This Mortgage shall be binding upon the Mortgagor and the heirs, successors and assigns of Mortgagor and shall inure to the benefit of Mortgagee and the successors and assigns of Mortgagee. Mortgagor agrees that time is of the essence hereof. The terms "Mortgagor" and "Mortgagee" as used herein shall be deemed to include the respective heirs, successors and assigns of Mortgagor and Mortgagee.

3.6. **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 address of such party stated above. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

3.7. **Modifications.** This Mortgage may not be amended or modified or the terms hereof waived except by an instrument in writing signed by the party against which enforcement of such amendment, modification or waiver is sought.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Denobia C. Hall

[Signature] (SEAL)
Edward E. Williams, III
[Signature] (SEAL)
Markley Lee Jones

STATE OF South Carolina)
COUNTY OF Greenville)

PROBATE

Before me, the undersigned notary public, personally appeared the undersigned subscribing witness, who, being duly sworn, deposed and said that he saw Edward E. Williams III & Markley Lee Jones sign, seal and deliver the foregoing Commercial Mortgage of Real Property and Security Agreement and that he, together with the other subscribing witness shown above, witnessed the execution thereof.

SWORN TO and subscribed before me this 28 day of November, 19 84.
[Signature] (SEAL)
Notary Public for South Carolina
My commission expires 8-5-93

Denobia C. Hall
Witness

STATE OF _____)
COUNTY OF _____)

RENUNCIATION
OF DOWER

DOWER NO LONGER NECESSARY.

I, _____, the undersigned notary public, do hereby certify to all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Mortgagee and the successors and assigns of said Mortgagee all her interest and estate and also all her right and claim of dower of, in or all the real property encumbered by the foregoing Mortgaged Security Agreement.

Given under my hand and seal this _____ day of _____, 19 _____
[Signature] (SEAL)
Notary Public for _____
My commission expires _____

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX \$ 28.50
NOV 28 1984

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