

(g) It is agreed that Mortgagor shall hold and enjoy the Premises until there is a default under this Mortgage or the Note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all of the terms, conditions and covenants of this Mortgage and of the Note secured hereby and shall well and truly pay to the Mortgagee all monies owed to Mortgagee, then this Mortgage shall be utterly null and void, otherwise to remain in full force and virtue; provided, however, in no event shall the Secured Indebtedness exceed \$1,000,000.00 plus any amount advanced by Mortgagee for Mortgagor's account for payment of taxes, assessments and insurance.

(h) The obligation of Mortgagor to make the payments of interest and other charges hereunder or pursuant to the Note which may be deemed to be interest shall be expressly limited so that the aggregate amount of all interest (and payments deemed to be interest) on the Note in any year shall never exceed the maximum amount permissible in that year under the usury or other laws of South Carolina as applicable to Mortgagor in this purchase money transaction.

(i) This Mortgage is a purchase money mortgage.

19. Any indulgence or departure at any time by Mortgagee from any provision hereof, or of any obligation hereby secured, shall not modify same or relate to the future or waive future compliance therewith by Mortgagor.

20. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations, and other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, and all those holding under either of them, subject however to the restrictions on a Transfer set forth in Article 10 hereof. The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

21. If any part of the provision of this Mortgage or any other agreements, documents, or writings given pursuant to or in connection with this Mortgage shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of said instrument.

22. In case of any sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent permitted by the laws of the State of South Carolina the Premises or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

23. The validity, construction and effect of this Mortgage shall be governed by the laws of the State of South Carolina.

24. (a) Anything contained herein to the contrary notwithstanding, by its acceptance hereof, Mortgagee for itself and its successors and assigns, agrees that in any action or proceeding brought on this Mortgage or on the Note or on any other instrument securing the Note or the indebtedness evidenced thereby, or on any instrument executed by Mortgagee on Mortgagor's behalf pursuant to this Mortgage, no deficiency or other money judgment shall be sought or obtained against Mortgagor, or its partners or their respective successors, heirs, successors-in-title or assigns. Any covenants or agreements contained in this Mortgage, in the Note, or in any other instrument securing the Note to the contrary notwithstanding, in the