

other benefits paid or payable by parties to the Leases for using, leasing, licensing, possession, operating from, residing in, selling or otherwise enjoying the Mortgaged Property.

1.18 Security Documents: The Note and this Mortgage and any and all other documents now or hereafter executed by Mortgagor or any other person or party to evidence or secure the payment of the Indebtedness or the performance and discharge of the Obligations.

1.19 Major Lease: The lease of even date herewith between Mortgagor, as landlord, and Mortgagee, as tenant, leasing and demising the Mortgaged Property, and any extensions, renewals or modifications thereof.

2. Grant: To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Mortgagee the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, forever, and Mortgagor subject to Paragraph 3.3 does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Mortgaged Property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that if Mortgagor shall pay (or cause to be paid) the Indebtedness as and when the same shall become due and payable and shall perform and discharge (or cause to be performed and discharged) the Obligations on or before the date same are to be performed and discharged, then the liens, security interests, estates and rights granted by the Security Documents shall terminate, otherwise same shall remain in full force and effect.

3. Warranties and Representations: Mortgagor hereby unconditionally warrants and represents to Mortgagee as follows:

3.1 Organization and Power: Mortgagor has complied with all conditions prerequisite to its doing business in the State of South Carolina as may be necessary for this transaction.

3.2 Validity of Loan Instruments: The execution, delivery and performance by Mortgagor of the Security Documents and the borrowing evidenced by the Note, (a) if Mortgagor is a corporation, general partnership, limited partnership, joint venture, trust or other type of business association, as the

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