

rerecording and refiling fees, title insurance premiums, and other charges.

(49) Headings. The Article, Paragraph and Subparagraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such Articles, Paragraphs or Subparagraphs.

(50) Governing Law. This Mortgage shall be governed and construed under the laws of the State of South Carolina except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

(51) Mineral Rights: Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

(52) No Merger. Notwithstanding any applicable law or court decision to the contrary, Mortgagor agrees with Mortgagee that any mortgages given by Mortgagor to Mortgagee securing, in part, any indebtedness owing by Mortgagor to Mortgagee, and constituting liens upon the Mortgaged Property, shall be considered and construed for all purposes as separate and distinct mortgages, even if held by the same mortgagee, and there shall be no, nor shall there be considered or construed to be any, merger, joinder, consolidation or otherwise of any of such mortgage with any other of such mortgages.

(53) Copies. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

EXECUTED this 20<sup>th</sup> day of December, 1984.

MORTGAGOR:

PARK ASSOCIATES, a South Carolina Limited Partnership

In the presence of:

William I. Darter, Jr. By: William I. Darter, Jr. (Seal)  
William I. Darter, Jr.

Richard L. Darter  
As to William I. Darter, Jr.

Donna C. Darter By: Donna C. Darter (Seal)  
Donna C. Darter

Thomas A. Stegeman  
As to Donna C. Darter

Being all of its General Partners

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