

(e) All recitals in any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the collateral or any part thereof hereunder shall be full proof of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(f) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at the mortgaged property. All expenses of retaking, holding, selling, preparing for sale, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorney's fees, legal expense and costs, shall be added to the indebtedness and Debtor shall be liable therefor.

(g) Debtor hereby agrees, if requested to do so by Secured Party, to execute any and all financing statements which may be filed in the Office of the County Clerk of Greenville County, South Carolina, and the Office of the Secretary of State of South Carolina. Upon the full payment of the Note, Secured Party shall deliver, in recordable form, appropriate termination statements.

(h) Secured Party may, at its option, dispose of or have disposed of the Collateral in accordance with Secured Party's rights and remedies in respect of the mortgaged property as elsewhere set forth in this Mortgage, all without limiting any rights and/or privileges herein granted to Secured Party.

17. The words "Mortgagor" and "Mortgagee" when used herein shall be taken to include singular and plural number and masculine, feminine or neuter gender, as may fit the case, and shall also include the heirs, administrators, executors, successors and assigns of the parties hereto. Each and all of the terms and provisions hereof shall extend to and be a part of any renewal or extension of this Mortgage.

18. This Mortgage constitutes a South Carolina contract and shall be construed according to the laws of that State.

19. By acceptance of this Mortgage and the Note secured hereby, Mortgagee agrees that upon written request from Mortgagor, Mortgagee shall execute a certificate in recordable form, stating the outstanding principal balance of the Note secured hereby, the date through which interest has been paid, the amount of accrued interest, the amount of escrow, if any, held by Mortgagee and whether, to Mortgagee's best knowledge, any default exists.

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