

GEORGETOWN COUNTY, SC

Marlene McConnell

Register of Deeds

By: CHERYL STONE Clerk

2022009952

MORTGAGE

RECORDING FEES

\$25.00

STATE TAX

\$0.00

COUNTY TAX

\$0.00

08-09-2022

08:54 AM

BK:RB 4396 PG:218-233

Anderson Brothers Bank NMLS# 410840
Loan Officer NMLS# 843605

After recording return to:

O'DONNELL & FREDERICK LAW FIRM, LLC
601 FRONT STREET
GEORGETOWN, SC 29440

FIXTURE FILING: THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. ACCORDINGLY, IN ADDITION TO ITS BEING FILED AS A MORTGAGE, IT IS FILED AND SHALL BE INDEXED AS A FINANCING STATEMENT AND FIXTURE FILING PURSUANT TO §36-9-502 AND RELATED PROVISIONS OF THE SOUTH CAROLINA UNIFORM COMMERCIAL CODE, S.C. CODE ANN. §36-9-101 ET SEQ.

FUTURE ADVANCES: UNDER §29-3-50 OF THE SOUTH CAROLINA CODE OF LAWS (1976) AS AMENDED, THIS INSTRUMENT ALSO SECURES FUTURE ADVANCES. TO THE EXTENT PROVIDED HEREIN OR IN THE NOTE OR THE OTHER LOAN DOCUMENTS, INTEREST OR DISCOUNT WILL BE DEFERRED, ACCRUED OR CAPITALIZED.

**Mortgage of Real Estate, Assignment of Leases and Rents, Security Agreement,
Financing Statement and Fixture Filing**
(with future advance clause)

THIS MORTGAGE OF REAL ESTATE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage") is dated to be effective as of the **8th** day of **AUGUST, 2022**, by **STEPHANIE BONE ALTMAN AND STEVEN DOUGLAS ALTMAN, SOUTH CAROLINA** residents (individually and collectively referred to herein as "Mortgagor"), whose notice address is **126 GLASS AVENUE, ANDREWS, SC 29510** and given to **Anderson Brothers Bank**, a South Carolina banking corporation (referred to herein as "Mortgagee"), whose notice address is Post Office Box 310, Mullins, SC 29574.

WITNESSETH:

THAT WHEREAS, Mortgagee has loaned or may loan to Mortgagor indebtedness in the aggregate principal sum up to **ONE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$162,600.00)**, (hereinafter sometimes referred to as the "Loan") which indebtedness is evidenced by one or more notes, note agreements, loan agreements or revolving loan agreements including that certain promissory note of even date herewith executed by Mortgagor and delivered to Mortgagee in the original principal amount of **EIGHTY ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$ 81,300.00)** (as such promissory note may be amended, modified, restated, renewed or extended, the "Initial Note"). The Initial Note and/or any other promissory note or notes, letters of credit, credit agreements, reimbursement agreements and any amendments, modifications, restatements, renewals and extensions thereof evidencing future advances under the Loan are all collectively referred to herein as the "Note"), said principal sum (plus interest thereon) being payable as provided for in the Note and the final payment of which is due on or before **AUGUST 8, 2027**. The terms of the Note and any written agreement modifying the same are incorporated herein by reference. To the extent, if any, provided in the Note, interest or discount will be deferred, accrued or capitalized.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS that Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any amendments, modifications, restatements, renewals and extensions thereof upon the same or different terms or at the same or different rate of interest, expenditures by Mortgagee under Section 7 below and also to secure in accordance with §29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and re-advances that may subsequently be made to Mortgagor or to third parties on behalf of Mortgagor by Mortgagee evidenced by the Note (provided, however, nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances); and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, **THE MAXIMUM AMOUNT OF ALL INDEBTEDNESS OUTSTANDING AT ANY ONE TIME SECURED HEREBY NOT TO EXCEED TWICE THE AGGREGATE PRINCIPAL SUM OF THE LOAN**, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto Mortgagee, its successors and assigns, the following described property (collectively hereinafter referred to as the "Property" or the "Land"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION

TOGETHER WITH:

(a) all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

(b) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the Land, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Land and the Improvements or any part thereof or derived from or acquired by any proceeds of the Land or Improvements or any part thereof, including, but not limited to, all goods, furniture, appliances, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, televisions and television systems, computer systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and the Improvements in any manner (the "Tangible Personality");

(c) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, crops, timber, minerals, and all rents, issues, and profits of them, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (a) and (b) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (a) and (b) hereof or any part hereof, or to any rights appurtenant thereto (together, the "Easements and Other Interests");

(d) as additional collateral and further security for the indebtedness, Mortgagor hereby conditionally assigns to Mortgagee all the security deposits, rents, issues, profits, revenues, accounts, accounts receivable, contract rights, rights to payments for goods sold or leased or services rendered, checks, notes, drafts, acceptances, instruments, deposit accounts, chattel paper, documents, securities, rentals receivables, installment payment obligations, book debts, actions, choses in action, judgments, awards, money, general intangibles, other forms of obligations and receivables, all monies due or to become due and all returned or repossessed goods now or hereafter pertaining to or resulting from the Property or any part hereof or constituting or derived from or acquired by any proceeds of the Property or any part thereof (the "Rents and Profits") reserving only the right to Mortgagor to collect the same as long as there shall exist no Default (as hereinafter defined). Together with all proceeds, including cash proceeds, non-cash proceeds,

insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of the Rents and Profits or any part hereof, and all replacements, modifications, renewals and substitutions thereof or therefore;

(e) as additional collateral and further security for the indebtedness, Mortgagor does hereby assign to Mortgagee and grants to Mortgagee a security interest in all of the right, title and the interest of Mortgagor in and to any and all leases of any part of the Property now and hereafter existing (including equipment leases) (collectively, the "Leases"), rental agreements, management contracts, franchise agreements, construction contracts, architect's contracts, technical services agreements, licenses and permits now or hereafter affecting the Property (the "Intangible Personalty") or any part hereof, and Mortgagor agrees to execute and deliver to Mortgagee such additional instruments, in form and substance satisfactory to Mortgagee, as may hereafter be requested by Mortgagee to evidence and confirm said assignment; provided, however, the acceptance of any such assignment shall not be construed as a consent by Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Mortgagee any obligation with respect hereto;

(f) any proceeds of any sales or other dispositions of the property described in paragraphs (a), (b), (c), (d) and (e) hereof or any part hereof, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing ("Proceeds"); and

(g) all the Tangible Personalty which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the Land and conveyed therewith. As to the balance of the Tangible Personalty and the Intangible Personalty, this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of Mortgagor. In that regard, Mortgagor grants to Mortgagee a security interest in the Tangible Personalty, the Intangible Personalty and the Rents and Profits, and grants to Mortgagee all of the rights and remedies of a secured party under the South Carolina Uniform Commercial Code. Mortgagor grants to Mortgagee a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them.

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors and assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors and assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default, as herein defined, has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Absolute Assignment of Leases and Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor absolutely and unconditionally assigns to Mortgagee all Leases and Rents and Profits arising from the Property; provided however, that so long as no Default has occurred or so long as Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Mortgagor shall have a license (which shall automatically terminate and without notice upon the occurrence of a Default or a default by Mortgagor under the Leases), to collect and retain all such Rents and Profits as they become due and payable (but in no event for more than two (2) months in advance). This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee of all of Mortgagor's right, title and interest in and to the Lease and the Rents and Profits and not an assignment in the nature of a pledge of the Leases and Rents and Profits or the mere grant of a security interest therein. Mortgagor agrees to collect and hold all Rents and Profits in trust for Mortgagee provided, however, that if the Rents and Profits exceed the payments due under the Note, Mortgagor may use such excess, first, for the operation and benefit of the Property and, second, for the general benefit of Mortgagee. Upon the revocation of such license, all Rents and Profits shall be paid directly to the Mortgagee and not through the Mortgagor, all without the necessity of any further action by the Mortgagee, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Property or any action for the appointment of a receiver. The Mortgagor hereby authorizes and

directs the tenants under the Leases to pay Rents and Profits to the Mortgagee upon written demand by the Mortgagee, without further consent of the Mortgagor, without any obligation of such tenants to determine whether a Default has in fact occurred and regardless of whether the Mortgagee has taken possession of any portion of the Property, and the tenants may rely upon any written statement delivered by the Mortgagee to the tenants. Any such payments to the Mortgagee shall constitute payments to the Mortgagor under the Leases and Mortgagee may, at its option, use all such payments in payment of the obligations secured by this Mortgage, in such order as Mortgagee shall elect in its sole and absolute discretion. The curing of a Default, unless any other Default also then exists, shall not entitle the Mortgagor to recover its aforesaid license without Mortgagor's specific written consent. The powers and rights granted in this Section 1 shall be in addition to the other remedies herein provided for upon the occurrence of a Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon the Mortgagee to exercise any power or right granted in this Section 1 or to assume any liability under any Lease of any part of the Property and no liability shall attach to the Mortgagee for failure or inability to collect any Rents and Profits under any such Lease. The assignment contained in this Section 1 shall become null and void upon the release of this Mortgage.

2. Maintenance and Alterations and Improvements; Compliance with Laws.

(a) Mortgagor shall preserve and maintain the Property in good condition and repair and will neither permit nor allow waste thereof or any unsightly conditions to exist on the Property. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor shall not remove, demolish, alter or change any improvement, building, structure, fixture, or other improvement which is now or hereafter part of the Property without the express written consent of Mortgagee, with such consent to be in the sole and absolute discretion of the Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this Section. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Property or to any part thereof. Mortgagee may enter upon and inspect the Property at any reasonable time during the life of this Mortgage.

(b) Mortgagor agrees, at its sole cost and expense, to comply with all present and future laws, ordinances, orders, rules, regulations and requirements of any and all federal, state, and/or local governmental or other authorities having jurisdiction over or affecting the Property and/or Mortgagor's use of the Property and any business conducted on the Property.

(c) Mortgagor hereby represents and warrants that the Property currently complies with all requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. § 2101 *et seq.*, and the regulations promulgated thereunder, and all other federal, state or local laws, ordinances, governmental rules and regulations regarding public accommodations (collectively, the "Public Accommodation Laws"), and Mortgagor covenants and agrees that the Property shall at all times remain in full compliance with all Public Accommodation Laws now or hereafter in effect.

3. Insurance.

(a) Maintenance of Coverage. Mortgagor shall at its sole expense obtain for, deliver to, and assign and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amounts as Mortgagee may reasonably require insuring the Property against fire, extended coverage, casualties, business interruption, pollution, and all other insurable hazards, casualties and contingencies as Mortgagee may require, including flood and earthquake damage, wind damage, and hurricane damage, together with comprehensive general liability insurance covering the legal liability of Mortgagor against claims for bodily injury, death or property damages occurring on, in or about the Property, and Mortgagor shall pay promptly, when due, any premiums on such insurance policies and any renewals thereof. All insurance coverages required hereunder shall be maintained in such form and amounts, through such companies and agents, with such terms and deductibles as shall be acceptable to Mortgagee. Such policies and renewals thereof shall contain a satisfactory non-contributory mortgagee endorsement making losses payable to Mortgagee alone, and shall provide that the same shall not be canceled or materially amended except upon thirty (30) days prior written notice to Mortgagee. Mortgagee shall be named as an additional insured in all insurance policies required under this Mortgage. Upon execution of this Mortgage, Mortgagor shall deliver to Mortgagee copies of all insurance policies required under this Mortgage. At least fifteen (15) days prior to the expiration date of all such policies or renewals thereof, renewals of such coverages satisfactory to Mortgagee shall be delivered to Mortgagee.

marked "premium paid" or accompanied by other evidence of premium payments satisfactory to Mortgagee. Mortgagor further agrees to deliver to Mortgagee promptly upon receipt copies of all inspection reports and insurance recommendations received by Mortgagor from any insurer. In the event of the foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment or reduction of the indebtedness of Mortgagor to Mortgagee, all such policies, together with any rights to unearned premiums appertaining thereto, shall become the property of the transferee of the Property. Mortgagor may at any time at its reasonable discretion procure and substitute at the sole reasonable expense of Mortgagor such other or additional policy or policies of insurance, in such amounts and with such terms, as it may determine without prejudice to its rights hereunder, should Mortgagor fail or refuse to keep the Property insured as required or should any material amendment be made to any coverage which shall be unacceptable to Mortgagee.

(b) Claims and Proceeds. Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies on the Property. Mortgagor agrees to notify Mortgagee immediately upon occurrence of any material damage or loss to the Property and Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagee, in its sole discretion, is hereby authorized and empowered to adjust or compromise any loss under any insurance policies on the Property and to collect and receive the proceeds therefrom and any insurance company is directed and authorized to make payment for all such losses directly to Mortgagee, omitting the name of Mortgagor therefrom. Any costs and expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds (including without limitation any costs of independent appraisals of the loss or damage sustained) shall be reimbursed to Mortgagee first out of such insurance proceeds. Mortgagee shall have the sole discretion to apply any and all insurance proceeds toward repayment of the outstanding balance of the indebtedness of Mortgagor to Mortgagee, whether then matured or to mature in the future. Notwithstanding the foregoing, so long as (a) Mortgagor is not in default hereunder, (b) repair of any casualty damage to the Property is economically and practically justifiable, and (c) such casualty damage shall not occur during the final six (6) months of the term of this Mortgage, Mortgagee shall make available such insurance proceeds as shall be received on account of casualty damage to the Property for the repair or restoration thereof. In the event that any insurance proceeds are applied to repair or restoration of the Property, Mortgagor agrees to complete such repairs or restoration promptly and to pay that portion of the costs thereof in excess of the amount of the insurance proceeds applied to such repair or restoration. No abatement or reduction of payments hereunder shall be made during any settlement of insurance, or during repair or restoration of the Property. Any balance of insurance proceeds remaining after payment in full of all costs of repair or restoration shall, at the option of Mortgagee, be applied to the indebtedness of Mortgagor to Mortgagee.

(c) Flood Insurance. In the event Mortgagee determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other governing agency licensing or regulating the operations of Mortgagee require that flood insurance coverage be obtained for the Property or any part thereof in order for Mortgagee to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Mortgagor, upon receiving written notice from Mortgagee of such determination: (i) shall promptly purchase and pay the premiums for such flood insurance policies as Mortgagee deems required by such agency or agencies and so that Mortgagee shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to Mortgagee together with evidence satisfactory to Mortgagee that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Mortgagee, shall name Mortgagee as an insured thereunder, shall provide that losses thereunder be payable to Mortgagee pursuant to such forms of loss payable clause as Mortgagee may approve, shall be for an amount as Mortgagee may reasonably require or the maximum limit of coverage made available with respect to the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancellable as to Mortgagee except upon thirty (30) days prior written notice given by the insurer to Mortgagee. Within fifteen (15) days prior to the expiration date of each such flood insurance policy, Mortgagor shall deliver to Mortgagee a renewal policy or endorsement together with evidence satisfactory to Mortgagee that the premium therefor has been paid.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and shall deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collector of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with

Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. Zoning and Environmental Laws.

(a) Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Property permit the use and occupancy of the Improvements and further covenants and warrants to comply with all such laws, ordinances and regulations, including, but not limited to, all environmental and ecological laws, ordinances and regulations affecting the Property or the use thereof. Without limiting the generality of the foregoing, Mortgagor warrants and represents to Mortgagee: (a) the Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and any amendments thereto, and (b)(i) as of the date hereof, to the best of its knowledge, there are no hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Mortgagor is legally authorized and empowered to maintain on, in or under the Property or use in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will immediately transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

(b) Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including reasonable attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any warranty or representation made by Mortgagor in Section 5(a) above being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Mortgagee, Mortgagor or any transferee of Mortgagor or Mortgagee.

(c) Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of the Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Note and this Mortgage or foreclosure under this Mortgage, or delivery of a deed in lieu of foreclosure.

(d) Upon the written request of Mortgagee, Mortgagor shall provide to and procure for the benefit of Mortgagee, at the sole cost and expense of Mortgagor, a current Phase I environmental site assessment (including an analysis for asbestos and lead based paint) on the Property, and a Phase II environmental study on the Property if the Phase I recommends additional investigation, all such reports prepared by an environmental engineering firm reasonably acceptable to Mortgagee in writing.

6. Further Assurances. Upon Mortgagee's request Mortgagor shall execute and deliver to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be rerecorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a lien upon all of the Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, financing statements, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney in-fact of Mortgagor to do so.

7. Expenditures by Mortgagee. If Mortgagor fails to make payment for restoration or repair to the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the interest rate under the Note. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this Section 7 plus interest thereon as herein provided.

8. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Property or any part thereof.

9. Condemnation. Mortgagee shall be entitled, but not required, to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power or eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment to any sums secured by this Mortgage in such order as Mortgagee may determine, or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property, or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine, or (iv) be used for any combination of the foregoing purposes. No portion of a condemnation payment which is applied to replacement, repair or restoration to any portion to the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

10. Transfer. At the option of Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of Mortgagee, in the sole and absolute discretion of Mortgagee, Mortgagor shall convey, deed, lease, or transfer away any portion of the Property, or if the title shall become vested in any other person in any manner whatsoever. It is understood and agreed that in consideration for the consent of Mortgagee to any transfer of title to any portion of the Property, Mortgagee at its option, in the sole and absolute discretion of Mortgagee, may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments to principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

11. Default. The occurrence of any of the following events shall be deemed a "Default" under this Mortgage:

(a) If any and all amounts due and payable under the Note are not timely paid when due, or any other default of any term or condition occurs under the Note, and such failure or default is not cured within ten (10) days after written notice from Mortgagee, or such other time period for cure as specifically provided in the Note; or

(b) If any proceeding against Mortgagor is commenced relating to Mortgagor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute, of any jurisdiction, whether now or subsequently in effect, provided such proceeding remains undismissed for a period of ninety (90) days or Mortgagor by any act indicates its consent to, approval of, or acquiescence in, the proceeding; or

(c) If any proceeding against any obligor on the Note (or successor thereto) is commenced relating to the said obligor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute, of any jurisdiction, whether now or subsequently in effect, provided such proceeding remains undismissed for a period of ninety (90) days or the obligor by any act indicates its consent to, approval of, or acquiescence in, the proceeding; or

(d) If Mortgagor shall breach or fail to comply with any other covenant, term or condition of, or any of its obligations under this Mortgage and such breach is not cured within thirty (30) days after written notice from Mortgagee. Mortgagor shall provide Mortgagee with written confirmation and documentation of curative action within two (2) business days of undertaking same; or

(e) The institution of any proceeding seeking the condemnation or forfeiture of the Property or any portion thereof or any interest therein as a result of any criminal or quasi-criminal activity by Mortgagor (or any person so related to Mortgagor, or the Property) that the Property or any portion thereof or any interest therein might be forfeited on account of the activity of such person; or

(f) Any demolition, injury or waste to the Property which may materially impair the value of the Property; or

(g) Any representation or warranty made by Mortgagor herein or by any obligor on the Note in any of the other Loan Documents (as defined hereinafter) shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(h) The occurrence of an event of default under (and after giving effect to any notice and/or cure rights expressly provided in) any of the other Loan Documents; or

(i) Should any Mortgagor or any entity obligor on the Note, if a corporation or limited liability company, be liquidated, terminated, merged, consolidated, dissolved or fail to maintain good standing or authority to do business in South Carolina and/or the state of incorporation or organization, if different (or in the case of an individual, the death or legal incapacity of such individual) or its articles of incorporation or organization expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire; or

(j) The sale, pledge, encumbrance, assignment or transfer, voluntarily or involuntarily, whether by operation of law or otherwise, of any interest in Mortgagor or any entity obligor on the Note (if Mortgagor or any obligor on the Note is not a natural person but is a corporation, limited liability company, partnership, trust or other legal entity), without the prior written consent of Mortgagee (including, without limitation, if Mortgagor or any obligor on the Note is a partnership or joint venture, the withdrawal from or admission into it of any general partner or joint venture); or

(k) The sale of all or any portion of the Property without the written consent of Mortgagee; or

(l) The owner of the Property abandons all of or any portion of the Property; or

(m) The death or legal incompetency of any individual Mortgagor or obligor on the Note and Mortgagor; or

(n) A default or event of default occurs under any document executed and delivered in connection with any other indebtedness to Mortgagee of Mortgagor, the owner of the Property or any obligor on the Note; or

(o) The Mortgagee, in its reasonable opinion, deems itself insecure.

12. Remedies. In addition to the remedies set forth in the Note or elsewhere, upon the occurrence of a Default, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. If default shall be made in the payment of any amount due under the Note, the Mortgage or any other instrument securing the Note, then, upon Mortgagee's demand Mortgagor will pay to Mortgagee the whole amount due and payable under the Note and all other sums secured hereby; and if Mortgagor shall fail to pay the same forthwith upon such demand, Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses and disbursements of Mortgagee's agents and attorneys incurred in connection with such suit and any appeal in connection therewith. Mortgagee shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this Mortgage and the right of Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. In case of a foreclosure sale of all or any part of the Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest. The remedies provided to

Mortgagee in this Section shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law or in equity, all of which rights and remedies may be exercised by Mortgagee independently, simultaneously, or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised. Without in any way limiting the generality of the foregoing, Mortgagee shall also have the following specific rights and remedies:

- (a) To make any repairs to the collateral which Mortgagee deems necessary or desirable for the purposes of sale;
- (b) To exercise any and all rights of set-off which Mortgagee may have against any account, fund, or property of any kind, tangible or intangible, belonging to Mortgagor which shall be in Mortgagee's possession or under its control;
- (c) To cure such defaults, with the result that all costs and expenses incurred or paid by Mortgagee in effecting such cure shall be additional charges on the Note which bear interest at the interest rate of the Note and are payable upon demand; and/or
- (d) If the Note is secured by a lien on any real property, to foreclose on such real property and to pursue any and all remedies available to Mortgagee at law or in equity, and in any order Mortgagee may desire, in Mortgagee's sole discretion.

13. No Waiver of One Default to Affect Another. No waiver of Default hereunder shall extend to or affect any subsequent or any other Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other instrument securing the Note; (d) releases any part of the Property from the lien of this Mortgage, or any other instrument securing the Note; or (e) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage, or otherwise of Mortgagor, or any subsequent purchaser of the Property or any part thereof or any maker, cosigner, endorser, surety, or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any event of Default then existing or of any subsequent event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

14. Appointment of Receiver. Upon the occurrence of a Default, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this Section shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this Section. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance moneys to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. The entering upon and taking and maintaining of control of the Property by

Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any Default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

15. Waiver by Mortgagee. 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 or equity.

16. 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 by U.S. Mail, certified mail, return receipt requested to the party to whom directed to the address stated above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. This Section shall not be deemed to prohibit any other manner of delivering a notice or other document. Any party hereto may change the address for said notice by appropriately notifying the other parties hereto in writing in accordance with the notice provisions of this Mortgage.

17. Greater Estate. In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and, prior to the satisfaction of the indebtedness and the cancellation of this Mortgage of record, Mortgagor obtains a fee estate in such portion of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of Mortgagor, be and become subject to the security lien of this Mortgage.

18. Imposition of Tax. In the event of the passage of any state, federal, municipal, or other governmental law, order, rule or regulation, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely Mortgagee, Mortgagor will promptly pay any such tax on or before the due date thereof; and if Mortgagor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Mortgagee if Mortgagor makes such payment, then the entire balance of the Loan shall become due and payable upon demand at the option of Mortgagee, unless Mortgagor agrees in writing to indemnify Mortgagee against any loss or damage associated with such payment or penalty.

19. Changes, etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

20. Partial Foreclosure. In the event the Property is comprised of more than one parcel of real property, Mortgagor hereby waives any right to require Mortgagee to foreclose or exercise any of its other remedies against all of the Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Property prior to the foreclosure or exercise of said remedies against other portions of the Property.

21. Security Agreement; Financing Statement and Fixture Filing. This Mortgage constitutes a security agreement within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of South Carolina and as amended from time to time. The addresses and state of formation (or residency) for Mortgagor **[IF MORTGAGOR IS AN INDIVIDUAL AND IF NAME ON THEIR SC DRIVER'S LICENSE IS NOT SPELLED THE EXACT SAME AS THEIR NAME IS SPELLED ON FIRST PAGE OF MORTGAGE, THEN DELETE "Mortgagor" AND REPLACE WITH NAME OF INDIVIDUAL AS SHOWN ON THEIR SC DRIVER'S LICENSE]** (as Debtor) and Mortgagee (as Secured Party) are set forth in the introductory paragraph to this Mortgage. Mortgagor is the record owner of the Property. In addition to any fixtures located on the Property now or hereafter installed or constructed thereon, some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods and any other fixtures located on the Property now or hereafter, this Mortgage covers such goods and fixtures and shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is located. This Mortgage shall also cover and constitute a financing statement as to all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them. Information

concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, or Mortgagor, as debtor, at the address first shown above.

22. Waiver of Stay, Extension, Redemption Laws. Mortgagor agrees to the full extent and 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 stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

23. Jurisdiction. Mortgagor submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Mortgagor further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to Mortgagor at Mortgagor's address set forth above or any new address of which Mortgagee has been notified by Mortgagor in writing.

24. Cross-Default and Cross-Collateral. Mortgagor agrees and acknowledges that an event of Default hereunder which has not been cured within any applicable notice, grace or cure period shall constitute a default under the Note and any other agreements, documents and instruments executed and/or delivered in connection with the Loan (the "Loan Documents") and under any documents evidencing any other loan now existing or hereafter made by Mortgagee to Mortgagor (or to any affiliated or related entity of Mortgagor, any entity controlled by Mortgagor or any principal of Mortgagor, or any loan to any principal of Mortgagor, collectively the "Affiliates") or any obligor on the Note which is secured by all or any portion of the Property or any other collateral of Mortgagor, its Affiliates or any obligor on the Note. The security interests, liens and other rights and interests in and relative to the Property and any other collateral of Mortgagor, its Affiliates or any obligor on the Note now or hereafter granted to Mortgagee by Mortgagor, its Affiliates or any obligor on the Note by or in any instrument or agreement, including but not limited to this Mortgage and the other Loan Documents shall serve as security for any and all liabilities of Mortgagor to Mortgagee, including but not limited to the liabilities described in this Mortgage, the Note, and the other Loan Documents and, for the repayment thereof, Mortgagee may resort to any security held by it in such order and manner as it may elect.

25. General Indemnification. To the fullest extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties (as hereinafter defined), Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (as hereinafter defined) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (iv) any failure of the Property to be in compliance with any applicable laws; (v) any and all claims, demands or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (vi) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the Loan evidenced by the Note and secured by this Mortgage. Any amounts payable to Mortgagee by reason of the application of this Section 25 shall become immediately due and payable and shall bear interest at the interest rate under the Note from the date which is ten (10) days after written demand to Mortgagor for payment of such loss or damage is made, until paid. The term "Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards and amounts paid in settlement of whatever kind or nature (including but not limited to attorneys' fees and other costs of defense). The term "Indemnified Parties" shall mean: (a) Mortgagee; (b) any prior owner or holder of the Note; (c) any servicer or prior servicer of the Loan; (d) any participant or any prior participant in any portion of the Loan; (e) any trustees, custodians or other fiduciaries who hold or who have held a full or partial interest in the Loan for the benefit of any participant; (f) any receiver or other fiduciary appointed in a foreclosure or other collection proceeding; (g) any officers, directors, shareholders, partners, members, employees,

agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing; and (h) the heirs, legal representatives, successors and assigns of any and all of the foregoing, including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Parties' assets and business, in all cases whether during the term of the Loan or as part of or following a foreclosure of the Loan.

Upon written request by any Indemnified Party, Mortgagor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Mortgagor shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

26. Miscellaneous.

(a) It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances and re-advances heretofore, now or hereafter made by Mortgagee to Mortgagor, regardless of whether such advances and re-advances are made at the option of Mortgagee, or otherwise, will be secured by this instrument up to the maximum aggregate principal amount of the Loan hereinabove set forth, plus interest thereon, court costs and reasonable attorney's fees until all of said indebtedness has been satisfied in full.

(b) The agreements herein shall inure to the benefit of Mortgagee and its successors and assigns, and any successors and assigns of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successors and assigns shall be secured hereby.

(c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, personal representatives and administrators, legal representatives, and successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their heirs, personal representatives and administrators, legal representatives, and successors and assigns, whether so expressed or not.

(d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof. The use of any gender herein shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa. Mortgagor represents and warrants that he is duly authorized to execute and deliver this Mortgage and that this Mortgage is binding upon Mortgagor in accordance with its terms.

(e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

(f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

(g) The Property shall be used by Mortgagor only as the Property is being used as of the date of this Mortgage. Mortgagor shall not change the use of the Property without the prior written consent of Mortgagee which consent may be withheld or denied by Mortgagee for any reason.

(h) Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written estoppel certificate statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses exist against such principal and interest or other sums.

(i) This Mortgage may be assigned by the Mortgagee without the consent of the Mortgagor. All rights of the Mortgagee under this Mortgage shall inure to the benefit of the Mortgagee's successors and assigns.

(j) This Mortgage is intended to be and shall be construed as an instrument under seal.

(k) Anything to the contrary otherwise contained in this instrument notwithstanding, all provisions of this instrument granting to any party remedies or the benefits of any waiver, self-help or other similar provisions shall be read to provide that the same are available only to the extent permitted by applicable law.

(l) Mortgagee shall be subrogated to all right, title, equity, liens and claims of all persons to whom Mortgagee has paid or pays money in settlement of claims, liens, encumbrances or charges or in the acquisition of any right or title for Mortgagee's benefit under this Mortgage or for the benefit and account of Mortgagor.

(m) Time is and shall be of the essence of this Mortgage and the covenants and agreements by Mortgagor.

(n) In accordance with §29-3-50, as amended, Code of Laws of South Carolina 1976, this Mortgage is granted to secure and the Mortgagor's obligations hereunder shall include, but are not limited to, (a) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee or any evidenced by the Note, or any other promissory notes, letters of credit, credit agreements, reimbursement agreements or other similar agreements executed in connection therewith, and all renewals, replacements, modifications, and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of the Mortgagee to make future advances or readvances to Mortgagor; and (b) all other indebtedness of Mortgagor to Mortgagee now or hereafter existing, whether direct or indirect, THE MAXIMUM AMOUNT OF ALL INDEBTEDNESS OUTSTANDING AT ANY ONE TIME SECURED HEREBY NOT TO EXCEED TWICE THE AGGREGATE PRINCIPAL SUM OF THE LOAN, plus interest thereon, and all charges and expenses of collection incurred by the Mortgagee, including court costs, and reasonable attorneys' fees; and also in order to charge the Property with such payment, performance and observance. Interest under the Note, any other promissory notes, letters of credit, credit agreements, reimbursement agreements or other similar agreements executed in connection therewith, and all renewals, replacements, modifications, and extensions thereof may be deferred, accrued, or capitalized, but the Mortgagee shall not be required to defer, accrue, or capitalize any interest except as may be provided herein or therein.

[SIGNATURE PAGE FOLLOWS]

[Remainder of page intentionally left blank]

27. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF MORTGAGOR AND MORTGAGEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY LOAN AGREEMENT, THE LOAN, THE NOTE, THIS MORTGAGE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THE LOAN, THE NOTE OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS WAIVER IS A MATERIAL INDUCEMENT TO MORTGAGEE TO MAKE THE LOAN TO MORTGAGOR AND ACCEPT THE NOTE.

28. **Waiver by Mortgagor.** Mortgagor understands that upon default hereunder, among other remedies set out herein and in the Note, Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to §29-3-660, South Carolina Code of Laws (1976). The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**

MORTGAGOR ACKNOWLEDGES AND AFFIRMS THAT IT RECEIVED WRITTEN NOTIFICATION BEFORE THE TRANSACTION THAT A WAIVER OF APPRAISAL RIGHTS WAS REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF S.C. CODE ANN. §29-3-680.


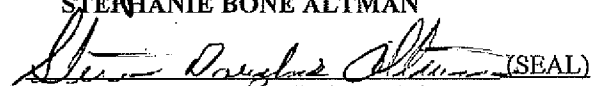
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal as of the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

MORTGAGOR:

Witness Number 1

Witness Number 2

 (SEAL)
STEPHANIE BONE ALTMAN
 (SEAL)
STEVEN DOUGLAS ALTMAN

[USE FOLLOWING ACKNOWLEDGEMENT FORM IF MORTGAGOR IS AN INDIVIDUAL OR INDIVIDUALS]

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Georgetown

I, the undersigned Notary Public for the State of SC, do hereby certify that Stephanie Rose Altman and Steven Douglas Altman, personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 8 day of August, 2011

Denise M. Price (SEAL)

Notary Public for SC

My Commission expires: 11-1-15

[USE FOLLOWING ACKNOWLEDGEMENT FORM IF MORTGAGOR IS AN ENTITY]

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF _____

I, the undersigned Notary Public for the State of _____, do hereby certify that _____ personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument on behalf of such entity.

Witness my hand and seal this the _____ day of _____, 20____.

(SEAL)

Notary Public for _____

My Commission expires: _____

EXHIBIT A

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, shown and designated as Lot E-1 on that certain **"Plat of Lot E-1 being Subdivided from Lot E, Donnie Moore Subdivision Surveyed for Steven D. Altman"** by Gregory F. Cunningham, S.C.P.L.S., dated June 10, 2022 and recorded in the Office of the Register of Deeds for Georgetown County in Record Book 4373 at Page 469. Said Lot E-1 measuring and containing 0.90 acre and having such size, shape, distances, measurements, buttings and boundings as will appear by reference to said plat, which is hereby made, pro tanto, a part and parcel hereof.

This being a portion of the same premises conveyed unto the Mortgagors herein by Deed of E. B. Moore and Donnie E. Moore dated August 30, 2004 and recorded in the Office of the Register of Deeds for Georgetown County on August 31, 2004 in Deed Book 1554 at Page 19.