

5.3 No waiver of any default shall at any time thereafter be held to be a waiver of any rights of Lender stated anywhere in the Note or this Mortgage nor shall any waiver or a prior default operate to waive any subsequent default or defaults. All remedies provided in the Mortgage or in the Note are cumulative and may, at the election of Lender, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

ARTICLE VI  
General Conditions

6.1 The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns.

6.2 All notices required to be given hereunder shall be in writing and shall be deemed served twenty-four (24) hours after deposit in registered, certified or first-class United States mail, postage prepaid, and addressed to the parties at the addresses indicated on the first page hereof or such other addresses as may from time to time be designated by written notice given as herein required.

6.3 Invalidation of any one or more of the provisions of this Mortgage shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

6.4 When the note hereby secured is endorsed, assigned or passed by operation of law to another party, all of the powers and options herein conferred on the Lender are automatically devolved and passed to the new note holder. Subsequent or successive transfer of the title of the note secured hereby shall likewise carry the powers and options referred to the subsequent note holder or note holders. These provisions shall be in addition to, and not in substitute of, powers granted to note holders by the statutory laws of the State of South Carolina.

6.5 The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Mortgage nor the intent of any provision hereof.

6.6 The title insurance information, if any, stated at the top of the first page hereof is for reference and information purposes only and is not to be considered to be a part of this Mortgage.

In witness whereof, Borrower has executed this Mortgage as of the above-written date.

WITNESSES:

Karen R. Moffatt  
Fred D. Cox, Jr.

TRITOR, U.S.A., INC.

BY: Larry F. Klang  
Larry F. Klang, President

AND: Lauren D. Rachlin  
Lauren D. Rachlin, Secretary

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE )

PERSONALLY appeared before me, Karen R. Moffatt and made oath that she saw Larry F. Klang as President and Lauren D. Rachlin as Secretary of Tritor, U.S.A., Inc., sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written Mortgage, and that she, with Fred D. Cox, Jr. witnessed the execution thereof.

SWORN TO before me this  
26th day of September, 1978.

Fred D. Cox, Jr. (LS)  
Notary Public for South Carolina  
My Commission Expires: MAY 21 1984

Karen R. Moffatt

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