

limited to the right of appraisal set forth in § 29-3-680, et seq., Code of Laws of South Carolina, 1976 as amended; and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, including, but not limited to, the right to appraisal as set forth above.

NINTH: PARTY BENEFITED. This Mortgage is made for the full protection of Mortgagee, its successors and assigns, and no other person or entity shall have any right of action thereon. Mortgagor agrees that nothing contained herein shall be construed to vest in any contractor, subcontractor, materialman or supplier, or the successors or assigns thereto, who shall furnish improvements to the Mortgaged Property any interest in or claim upon the loan proceeds secured by this Mortgage, and any such lien claimed by any such contractor, subcontractor, materialman and/or supplier, whether by law or in equity, shall be subordinated to the lien of this Mortgage.

TENTH: FUTURE ADVANCES: This Mortgage shall secure not only advances made this date by Mortgagee to Mortgagor, but shall likewise secure all future advances made by Mortgagee to Mortgagor within three (3) years from the date hereof, whether obligatory or otherwise, to the same extent as though such future advances were made on the date of recordation of this Mortgage; but such secured indebtedness shall not at any time exceed the original dollar amount of the Note secured hereby plus \$100,000.00 plus interest thereon, attorney's fees and court costs.

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