In case of breach by Borrower of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Loan Agreement, (ii) may accelerate the sums secured by this Mortgage and invoke those remedies provided in paragraph 18 hereof, or (iii) may do both. Prior to completion of the improvements, sums disbursed by Lender to protect the security of this Mortgage up to the principal amount of the Note shall be treated as disbursements pursuant to the Loan Agreement, and such sums disbursed by Lender in excess of the principal amount of the Note shall be additional indebtedness of Borrower secured by this Mortgage. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower 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 Borrower under applicable law, and shall be payable upon notice from Lender to Borrower requesting payment therefor.

If, after the commencement of amortization of the Note, the Note and this Mortgage are sold by Lender, from and after such sale the Loan Agreement shall cease to be a part of this Mortgage and Borrower shall not assert any right of set-off, counterclaim, or other claim or defense arising out of the Loan Agreement against the obligations of the Note and this Mortgage.

25. 1 The Construction-Permanent Loan Rider attached hereto is by this reference made a part hereof.

XX The Construction-Permanent Adjustable Rate Loan Rider attached hereto is by this reference made a part hereof.

IN WIT	NESS WHEREOF	Borrower l	nas executed thi	is Mortgage					
Signed sealed and delivered in the presence of:				BROWN PROPERTIES OF S.C., INC.					
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30195

Plantation,

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30195k WILLIAMS & HENRY, ALLYS