

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY
Court of Common Pleas

Joyce McDonald, Clerk of Court

Case No. 2013-CP-28-0601

Business Loan Center, LLC

Respondent,

v.

Subham Hospitality, Inc. d/b/a
Knights Inn a/k/a Deluxe Inn,
Sudhir T. Mehta and Bhariben
Mehta;

Appellant

RECEIVED

MAY 22 2014

SC Court of Appeals

Reply to Motion to Dismiss

Pursuant to Rule 240, SCACR, Appellants Reply to the Respondent's Motion to Dismiss and ask that it be denied. It is frivolous, contains statements that should not be in the motion and does not contain all the facts that are in the record.

First, the issue whether or not the Mr. and Mrs. Mehta are entitled to a jury trial was settled in *Carolina First Bank v. BADD, LLC*, 400 S.C. 343; 733 S.E.2d 619 (S.C Ct.App. 2012). In that case, the Appellate Court ruled that there is a right to a jury trial when you have a suit on a guaranty coupled with a foreclosure. *Badd, LLC* cannot be distinguished from this case. Mr. and Mrs. Mehta are guarantors. There is no waiver of jury trial in the guarantees that they are alleged to have signed. Their jury rights are not affected by the fact that that they were sued in the same pleading as the mortgagor. The Respondent's labeling of this action as a 'foreclosure' is simply wrong and directly

against current law. The Appellants will point out that there are additional cases and arguments that flesh out the arguments of and legal history of this idea in his Initial Brief. The filing of this Motion to Dismiss should never have occurred.

In addition to the lack of legal basis for the motion, the Respondents treat the unproven allegations of the complaint as if they are facts of this case. The most notable is the statement on page 3 of the Motion to Dismiss that "Appellants defaulted on the Note..." This is not a fact of the case and it is improper to include this statement in Motion to Dismiss. Just because a bank or lending institution brings an action for foreclosure, that does not mean its allegations are automatically true. Any other assumption would be a gross violation of due process and the right of the citizens of South Carolina. The statement that these allegations are facts is simply not true and they should not be allowed to stand in the record.

The Motion to Dismiss also included information regarding the Respondent's attempt to settle the matter of the appeal. This communication was settlement discussion and should not be presented to the court at this time. Besides, the Respondent's offer was self-serving considering it did not also include the payment the fees and costs of the Appellant and was only made after the Appellants filed the appeal drafted the Initial Brief. No offer was made to off-set these costs which are substantial for the Appellants.

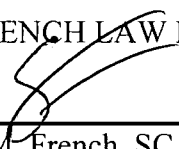
Finally, The Motion to Dismiss did not include all the documents relied upon by the Respondent. There is no copy of the Motion for Order of Reference and the Amended Complaint did not include the Exhibits (a complete copy of the Amended Complaint is attached to this Reply). Without the Exhibits, it is not possible to accurately determine the different allegations contained in the complaint.

Appellants cannot include a copy of the Motion for Order of Reference from December because they did not receive a copy until they received the Notice of Hearing on January 24, 2014. A copy of the Notice of Hearing is attached. Included with this is a filed copy of the Order of Reference. This also explains why an objection was not filed. It is impossible to object to a pleading you are not served with.

WHEREFORE Appellants request that this Court Strike the deny Respondent's Motion to Dismiss for Lack of Jurisdiction

May 19, 2014

THE FRENCH LAW FIRM, LLC



Shawn M. French, SC BAR No.: 75007
Attorney for Appellants
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Other Counsel of Record:

Amber B. Glidewell
Roe Cassidy Coates & Price P.A.
1052 North Church Street
Greenville, SC 29601

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Business Loan Center, LLC

Plaintiff(s)

vs.

Subham Hospitality, Inc., et al

Defendant(s)

Served 10/10/13

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013-CP-28-00601

(Please Print)

Submitted By: Amber B. Glidewell

Address: Roe Cassidy Coates & Price, P.A., Post
Office Box 10529, Greenville, SC
29603

SC Bar #: 73792

Telephone #: 864-349-2820

Fax #: 864-349-0303

Other:

E-mail: aglidewell@roecassidy.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|--|
| ☐ Contracts | ☐ Torts - Professional Malpractice | ☐ Torts - Personal Injury | ☐ Claims - Real Estate |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim for Damages (400) |
| ☒ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☒ Foreclosure (420) |
| ☐ General (130) | ☐ Notice/Pile Med Mal (230) | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☐ Breach of Contract (140) | ☐ Other (299) | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | | ☐ Personal Injury (350) | ☐ Possession (450) |
| | | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |

- | | | | |
|--|--|---|--|
| ☐ Inmate Petitions | ☐ Judgments/Settlements | ☐ Administrative Law/Relief | ☐ Appeals |
| ☐ PCR (500) | ☐ Death Settlement (700) | ☐ Reinstale Driver's License (800) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Magistrate's Judgment (720) | ☐ Relief (820) | ☐ Magistrate-Criminal (920) |
| ☐ Habeas Corpus (530) | ☐ Minor Settlement (730) | ☐ Permanent Injunction (830) | ☐ Municipal (930) |
| ☐ Other (599) | ☐ Transcript Judgment (740) | ☐ Forfeiture-Petition (840) | ☐ Probate Court (940) |
| | ☐ Lis Pendens (750) | ☐ Forfeiture-Consent Order (850) | ☐ SCDOT (950) |
| | ☐ Other (799) | ☐ Other (899) | ☐ Worker's Comp (960) |
| | | | ☐ Zoning Board (970) |
| | | | ☐ Administrative Law Judge (980) |
| | | | ☐ Public Service Commission (990) |
| | | | ☐ Employment Security Comm (991) |
| | | | ☐ Other (999) |
- Special/Complex /Other
- | | |
|--|---|
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) |
| ☐ Other (699) | ☐ Sexual Predator (510) |

Submitting Party Signature: 

Date: July 11, 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY
Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESIGNATION OF REGISTERED AGENT AND
DISCONTINUANCE OF REGISTERED OFFICE
OF A SOUTH CAROLINA OR
FOREIGN CORPORATION

PLEASE TYPE OR PRINT IN BLACK INK

Pursuant to Sections 33-5-103 and 33-15-109 of the South Carolina Code of Laws, as amended, the undersigned hereby submits the following:

1. The name of the Corporation that is affected by this document is Subham Hospitality, Inc
The date of Incorporation is April 22, 2002
2. ☒ That the undersigned resigns as the registered agent of the above named corporation effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.
3. ☒ That the above named corporation's registered office, which is the business office of the registered agent, is discontinued, effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.

Date: October 18, 2013

R. B. Kirby
Signature
R. B. Kirby
Type or Print Name

FILING INSTRUCTIONS

1. Three copies of this document, the original and either two duplicate originals or two conformed copies must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing this document):

Agent's Statement of Resignation	\$ 3.00
Discontinuance of Registered Office	2.00
Total	\$ 5.00

Return to: Secretary of State
1205 Pendleton Street Suite 525
Columbia, SC 29201

Date: Feb 11, 2013

IN THE COURT OF COMMON PLEAS

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JOYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C.

bounded on the WEST and NORTH by property of the Grantor, Subham Hospitality, Inc.; EAST by property now or formerly of S.H.&G. Building, LLC; and on the SOUTH by Roscoe Avenue.

The said tract being more particularly described according to a plat of survey prepared for the City of Camden by William E. Lindler, Jr. P.L.S., on December 22, 2010, which plat is recorded in Plat Book C98 at page 1-B, in the office of the ROD for Kershaw County, and which is by reference incorporated herein as part of this description.

Common Address: 322 DeKalb Street, Camden, SC 29020



Amber B. Glidewell, ID No. 73732

aglidewell@roecassidy.com

Roe Cassidy Coates & Price, P.A.

Attorneys for Plaintiff

Post Office Box 10529

Greenville, S.C. 29603

(864) 349-2600

Greenville, South Carolina

Date: *August 27, 2013*

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CLERK OF COURT
MERIDIAN COUNTY, S.C.
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Clerk of Court Kershaw County

7. Defendants Sudhir T. Mehta and Bhartiben Mehta are hereinafter at times collectively referred to as "Guarantors."

10. The remaining Defendants, if any, are named herein because they may assert an interest in the subject property, said interest being subordinate to that of the Plaintiff.

11. The real property hereinafter described, which is the subject of this foreclosure action, is situated and located in the County of Kershaw, State of South Carolina.

12. This Court therefore has proper jurisdiction over the subject matter of and the parties to this action.

13. Any Defendant(s) described herein as a judgment creditor has, by filing judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of § 15-35-840 of the South Carolina Code of Laws (1976 as amended).

14. The Loan, Note, and Mortgage which are the subject of this foreclosure action are not owned or guaranteed by Fannie Mae or Freddie Mac and are not owned, guaranteed, or managed by a servicer who has signed an agreement to participate in the Home Affordable Modification Program, and involve commercial property, and therefore are not subject to modification under the Homeowner Affordability and Stability Plan, the Home Affordable Modification Program, and/or the United States Treasury Supplemental Directive 09-01 (collectively referred to hereafter as "HMP").

15. The Loan, Note, and Mortgage giving rise to this foreclosure action are not subject to any stay or right of modification under S.C. Supreme Court Order No. 2011-05-02-01.

16. Plaintiff's Certification of Exemption from Administrative Order No. 2011-05-02-01 and Affidavit and Notice Regarding Inapplicability of HMP and Foreclosure Intervention

Pursuant to S.C. Supreme Court Order No. 2009-05-22-01 and Order No. 2011-05-02-01, verifying that the loan involved herein is not subject to modification and that the property involved herein is not owner occupied as defined in the Order, are attached hereto, marked "Exhibit A" and "Exhibit B," and incorporated herein by reference, the same as if fully set forth in this Complaint.

17. Plaintiff is entitled to proceed with this foreclosure action.

18. For value received, Debtors executed and delivered an Adjustable Rate Promissory Note (hereinafter "Note") to AMRESKO Independence Funding, Inc. (hereinafter "AMRESKO"), dated September 4, 2002, containing a promise to pay the principal sum of Seven Hundred Eighty-Eight Thousand and 00/100 Dollars (\$788,000.00), together with interest thereon upon such terms as are contained in said Note, a copy of which is attached hereto, marked "Exhibit C," and incorporated herein by reference, the same as if fully set forth in this Complaint.

19. In order to secure the payment of said Note, and all renewals, extensions, substitutions, and/or modifications thereof, and/or any future advances, Debtor executed and delivered to AMRESKO Independence Funding, Inc., a mortgage of even date and identical amount ("Mortgage"), whereby there was conveyed unto AMRESKO by way of said Mortgage the property described as follows:

All that certain piece, parcel, or tract of land, containing 2.03 acres, more or less, together with the improvements thereon, situate, lying and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dinkins, Inc., dated July 30, 1985, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & Amresco Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, recorded in Plat Book B64, at page 4, said property having such metes, bounds and measurements as are shown

on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a little more or less.

TMS: C285-09-00-053

This being the same property conveyed to Amee Corp. by deed of Ramesh Patel and Dhani Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D for Kershaw County in Book 311, page 145. Being the same conveyed to Subham Hospitality LLC by deed of Amee Corp dated September 4, 2002 and recorded on September 5, 2002 in Record Book 1213 page 265.

Common Address: 322 DeKalb Street, Camden, SC 29020

(Hereinafter the "Property")

20. Said Mortgage was recorded in Book 1213 at Page 268 on September 5, 2002, in the Office of the Register of Deeds for Kershaw County. A copy of the aforementioned Mortgage is attached to and made a part of this Complaint as "Exhibit D" and incorporated herein by reference, the same as if fully set forth in this Complaint.

21. Subsequent to the execution and recordation of the Mortgage, Debtor conveyed to the City of Camden, and Business Loan Center, LLC released, the following property from the Mortgage:

ALL that lot, piece, parcel or tract of land, with buildings and improvements thereon, composed of approximately 0.02 acres, lying and being located in the City of Camden, County of Kershaw, State of South Carolina, being bounded on the WEST and NORTH by property of the Grantor, Subham Hospitality, Inc.; EAST by property now or formerly of S.H.&G. Building, LLC; and on the SOUTH by Roscoe Avenue.

The said tract being more particularly described according to a plat of survey prepared for the City of Camden by William E. Lindler, Jr. P.L.S., on December 22, 2010, which plat is recorded in Plat Book C98 at page 1-B, in the office of the ROD for Kershaw County, and which is by reference incorporated herein as part of this description.

22. In order to further secure payment of said Note, Debtor executed and delivered to BLX Capital, LLC n/k/a Ciena Capital Funding, LLC an Assignment of Leases and Rents dated September 4, 2002, and recorded in Book 1213 at Page 297 on September 5, 2002, in the

Register of Deeds Office for Kershaw County, a copy of which is attached to and made a part of this Complaint as "Exhibit E" and incorporated herein by reference, the same as if fully set forth in this Complaint.

23. In order to further secure payment of said Note, Debtors executed and delivered to AMRESCO a Security Agreement dated September 4, 2002 (attached hereto as "Exhibit F").

24. A UCC-1 Financing Statement in favor of AMRESCO, as Secured Party and Subham Hospitality, Inc. as Debtor, was recorded on September 23, 2002 in Book 1221 at Page 133 in the Office of the Register of Deeds for Kershaw County (which was later assigned to Business Loan Center, Inc. in Book 1306 at Page 140) and continued on July 18, 2007 in Book 2206, at Page 212 in the Office of the Register of Deeds for Kershaw County, and filed with Secretary of State's Office as filing number 30591-43146. Copies of said Security Agreement and UCC filings are attached hereto as "Exhibit G" and incorporated herein by reference, the same as if fully set forth in this Complaint.

25. In order to further secure the payment of said Note, including all extensions, renewals, and modifications thereto, and induce AMRESCO to lend the monies referenced above, Sudhir T. Mehta and Bhartiaben Mehta executed and delivered to AMRESCO their Guaranties in writing, dated September 4, 2002, copies of which are attached to and made a part of this Complaint as "Exhibit H," and "Exhibit I," and incorporated herein by reference, the same as if fully set forth in this Complaint.

26. On or about January 31, 2003, said Note, Mortgage, Assignment of Leases and Rents, Security Agreement (and Assignment of Rights), UCC Filings and Guaranties were assigned by Amresco Independence Funding, LLC to Business Loan Center, Inc. See Assignment of Mortgage and Other Loan Documents recorded in Book 1329 at Page 94 on April

10, 2003, in the Office of the Register of Deeds for Kershaw County, a copy of which is attached to and made a part of this Complaint as "Exhibit J" and incorporated herein by reference, the same as if fully set forth in this Complaint.

27. On or about June 14, 2013, said Note, Mortgage, Security Agreement (and Assignment of Rights), and Guaranties were assigned by Business Loan Center, LLC (f/k/a Business Loan Center, Inc.) to BLX Funding Trust I. See Assignment of Mortgage recorded in Book 3115, at Page 231 on July 2, 2013, in the Office of the Register of Deeds for Kershaw County, a copy of which is attached to and made a part of this Complaint as "Exhibit K" and incorporated herein by reference, the same as if fully set forth in this Complaint.

28. On or about June 14, 2013, said Note, Mortgage, Security Agreement (and Assignment of Rights), and Guaranties were assigned by BLX Funding Trust I to HSBC Bank USA, National Association, as Successor trustee to Bank of America, N.A, Successor by merger to LaSalle Bank National Association, as Indenture Trustee under that certain Indenture dated as of October 1, 2003, as the same may be amended from time to time, for the benefit of the SBA and the holders of the Business Loan Express SBA Loan-Backed Notes, Series 2003-2, as their interests may appear subject to the Multi-Party Agreement dated October 1, 2003. See Assignment of Mortgage recorded in Book 3115 at Page 234 on July 2, 2013, in the Office of the Register of Deeds for Kershaw County, a copy of which is attached to and made a part of this Complaint as "Exhibit L" and incorporated herein by reference, the same as if fully set forth in this Complaint.

29. On or about June 14, 2013, said Note, Mortgage, Security Agreement (and Assignment of Rights), and Guaranties were assigned by HSBC Bank USA, National Association, as Successor trustee to Bank of America, N.A, Successor by merger to LaSalle

Bank National Association, as Indenture Trustee under that certain Indenture dated as of October 1, 2003, as the same may be amended from time to time, for the benefit of the SBA and the holders of the Business Loan Express SBA Loan-Backed Notes, Series 2003-2, as their interests may appear subject to the Multi-Party Agreement dated October 1, 2003 to Business Loan Center, LLC. See Assignment of Mortgage recorded in Book 3115 at Page 237 on July 2, 2013, in the Office of the Register of Deeds for Kershaw County, a copy of which is attached to and made a part of this Complaint as "Exhibit M" and incorporated herein by reference, the same as if fully set forth in this Complaint.

30. The terms of said Note, and the Mortgage securing same, provided, among other things, that on failure to pay any installment of either principal or interest, or any portion thereof, when due or on failure to comply with any of the conditions and requirements in said documents, then the whole principal sum and accrued interest shall, at the option of the legal holder thereof, become immediately due and payable and collectable by foreclosure. The makers of said documents further agreed to pay attorney's fees in the event said Note should be collected or foreclosed by an attorney.

31. Bank is the owner and holder of said Note, Mortgage, Assignment of Leases and Rents, Security Agreement (and Assignment of Rights), UCC Filings and Guaranties.

32. Subham Hospitality, LLC is the record owner of the subject real property.

33. Bank's Mortgage constitutes a first lien upon the subject property. The subject mortgage loan account is presently in arrears. Bank, under the terms of the subject Note and Mortgage, has and hereby does declare the entire outstanding indebtedness to be immediately due and payable. Neither demand for payment nor "Notice of Right to Cure" is required by said loan documents or the Code of Laws of South Carolina, 1976, as amended. There is now due

and owing on said Note, Mortgage, Assignment of Leases and Rents, Security Agreement (and Assignment of Rights), and Guaranties, the sum of Six Hundred Seventy-Nine Thousand Six Hundred Fifty-Nine and 35/100 Dollars (\$679,659.35) with interest from June 13, 2013, at the rate set out in the subject Note, together with all costs and expenses of this action and attorney's fees, said Note, Mortgage, Assignment of Leases and Rents, Security Agreement and Guaranties having been placed in the hands of Roe Cassidy Coates & Price, P.A. for collection.

34. Bank alleges that it is entitled to have its Mortgage foreclosed, the premises/property sold, any equity of redemption barred, and the proceeds applied toward the payment of its debt.

35. Bank alleges that it is further entitled to have its Security Agreement (and Assignment of Rights) foreclosed and all furniture, furnishings, fixtures, machinery, equipment, and other personal property located at the Property sold, any equity of redemption barred, and the proceeds applied toward the payment of its debt.

36. Bank is informed, believes, and alleges that it is entitled to a deficiency judgment against Debtor and Guarantors for any deficiency owing after application of the proceeds from the sale of the mortgaged premises and does hereby ask for a personal or deficiency judgment in the event that the proceeds of sale or value of the property acquired by Bank at sale are not adequate to satisfy the indebtedness due Bank under the terms of the subject Note, Mortgage, Assignment of Leases and Rents, Security Agreement (and Assignment of Rights), and Guaranties.

37. Under the provisions of South Carolina Code §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the Mortgage or an Assignment of Rents and

Leases is perfected and Bank hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default.

38. This Summons and Complaint is an attempt to collect the debt and any information obtained will be used for that purpose.

39. Bank hereby reserves all of its rights, under the law, at equity, and pursuant to the loan documents, in and to all collateral not being foreclosed herein.

WHEREFORE, Plaintiff prays:

- (1) That Bank's Mortgage be declared a first lien upon the subject property;
- (2) That it have judgment against the mortgaged premises for the sum of Six Hundred Seventy-Nine Thousand Six Hundred Fifty-Nine and 35/100 Dollars (\$679,659.35) with interest from June 13, 2013, at the rate set forth in the subject Note; together with attorney's fees, necessary payment of taxes, insurance, and/or advancements; and for the cost of this action;
- (3) That the mortgaged premises be sold, any equity of redemption barred, and that Plaintiff be granted a deficiency judgment against Debtors and Guarantors for any deficiency remaining after the application of the proceeds of sale to the amount of judgment; and
- (4) For such other and further relief as the Court deems just and proper.



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Roe Cassidy Coates & Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, S.C. 29603
(864) 349-2600

Greenville, South Carolina
Date: *August 27, 2013*

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Business Loan Center, LLC,

Plaintiff,

vs.

Subham Hospitality, Inc. d/b/a Knights Inn,
a/k/a Deluxe Inn; Sudhir T. Mehta; and
Bahartiben Mehta,

Defendant.

)
) IN THE COURT OF COMMON PLEAS
)
)
) AFFIDAVIT AND NOTICE
) REGARDING INAPPLICABILITY
) OF HMP AND
) FORECLOSURE INTERVENTION
) PURSUANT TO S.C. SUPREME
) COURT ORDER NO. 2009-05-22-01
) AND ORDER NO. 2011-05-02-01
)
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JOYCE HOOCHARD
CLERK OF COURT
KERSHAW COUNTY, S.C.

PERSONALLY APPEARED before me, the undersigned, who first being duly sworn,
deposes and says as follows:

1. That I am the authorized representative of the Plaintiff and I am authorized to make this affidavit on behalf of the Plaintiff.
2. That I am familiar with the Plaintiff's records and procedures for maintaining such records.
3. That the loan which is the subject of the above-captioned foreclosure action is within my knowledge.
4. That I have read and I am familiar with, and I am providing this Affidavit in accordance with, the Administrative Order of the Honorable Jean Hoefer Toal, Chief Justice of the South Carolina Supreme Court, dated May 22, 2009, in matter identified as *Re: Mortgage Foreclosures and the Home Affordable Modification Program (HMP)* (Order No. 2009-05-22-01).
5. That the loan which is the subject of this action:



☒ Is secured by commercial property and therefore is not subject to Modification under the Home Affordable Modification Program (HMP) (IF YOU CHECK THIS BOX YOU DO NOT HAVE TO COMPLETE ITEMS 5 AND 6 BELOW-PLEASE GO TO ITEM 7 BELOW); or

☐ Is secured by residential property (IF YOU CHECK THIS BOX YOU MUST COMPLETE ITEMS 5 AND 6 BELOW).

6. That the loan which is the subject of this action:

☒ Is not owned or guaranteed by the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("Freddie Mac") and therefore is not subject to Modification under the Home Affordable Modification Program (HMP); or

☐ Is owned or guaranteed by Fannie Mae or Freddie Mac and therefore is subject to Modification under the Home Affordable Modification Program (HMP).

7. That the loan which is the subject of this action:

☒ Is not owned, guaranteed, or managed by a servicer who has signed an agreement to participate in the HMP and therefore is not subject to Modification under the HMP; or

☐ Is owned, guaranteed, or managed by a servicer who has signed an agreement to participate in the HMP and is subject to Modification under the HMP; or

☐ Is owned, guaranteed, or managed by a servicer who has signed an agreement to participate in the HMP but the loan which is the subject of this action is not subject to Modification under the HMP.

8. That I have read and I am familiar with, and I am providing this Affidavit in accordance with, the Administrative Order of the Honorable Jean Hofer Toal, Chief Justice of the South Carolina Supreme Court, dated May 2, 2011, in matter identified as *Re: Mortgage Foreclosure Actions* (Order No. 2011-05-02-01).

9. That the loan which is the subject of this action is not subject to the provisions of the Administrative Order of the Honorable Jean Hoefler Toal, Chief Justice of the South Carolina Supreme Court, dated May 2, 2011, in matter identified as *Re: Mortgage Foreclosure Actions* (Order No. 2011-05-02-01) because:

- ☒ It is secured by commercial property; and/or
- ☐ It is secured by property that is not an "owner-occupied dwelling" as defined in the Order (i.e., "mortgaged real property that is the principal residence of any mortgagor").

10. That the property involved in this action is described in Exhibit A attached hereto.

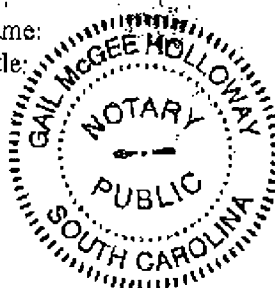
FURTHER AFFIANT SAYETH NOT.

Sworn to before me this
15 day of July, 2012

Gail McGee Holloway
Notary Public for North Carolina
My Commission Expires: 6/14/15

Business Loan Center, Inc.

By: [Signature]
Name:
Title:



)
) IN THE COURT OF COMMON PLEAS

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C.A. NO.: 2013-CP-

FILED FOR RECORD
2013 AUG 28 AM 11:28
JAYCE MCCORMACK
CLERK OF COURTS
KESHAN CHOWDARY
along

Certification, the Plaintiff by and through its undersigned attorney does hereby certify as follows:

1. That this is an action for the foreclosure of real property located in Kershaw County, South Carolina.
2. That the Administrative Order of the Supreme Court of South Carolina dated May 2, 2011 (2011-05-02-01), does not apply to this foreclosure, in that the real property that is the subject of this foreclosure is not an "Owner-Occupied Dwelling" as defined in the Order.

Paul B. Bell

Amber B. Glidewell, JD No. 73732
aglidewell@roecassidy.com
 Roe Cassidy Coates & Price, P.A.
 Attorneys for Plaintiff
 Post Office Box 10529
 Greenville, S.C. 29603
 (864) 349-2600

July 11, 2013
Greenville, SC



02011393

U.S. Small Business Administration



U.S. Small Business Administration

NOTE

The guaranteed portion of this Note has been transferred to a Registered Holder for value.

Date 9/4/02

AMRESO Independence Funding, Inc.

By Darlene F. Reagan
Darlene F. Reagan, Vice President

SBA Loan #	GP 5547724006 SC
SBA Loan Name	Knights Inn
Date	9/4/02
Loan Amount	\$788,000.00
Interest Rate	Prime + 2.75%
Borrower	Subham Hospitality, Inc.
Operating Company	N/A
Lender	AMRESO Independence Funding, Inc.

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of SEVEN HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

- "Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.
- "Guarantor" means each person or entity that signs a guarantee of payment of this Note.
- "Loan" means the loan evidenced by this Note.
- "Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.
- "SBA" means the Small Business Administration, an Agency of the United States of America.

GOLDMAN SACHS MORTGAGE
COMPANY HAS A
SECURITY INTEREST IN AN
INTEREST IN THIS NOTE.



3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

This Note will mature in 25 years from date of Note.

The interest rate on this Note will fluctuate. The initial interest rate is 7.50% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 2.75%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay principal and interest payments of \$5,824.00 on the 5th day of each month, beginning on the 5th day of the month following one full month from date of first disbursement. On the date of first payment, Borrower must also pay interest accrued from the date of first disbursement to the 5th day of the first month following first disbursement.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted every calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 2.75% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 25 years from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply. When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee as follows:

- a. During the first year after the date of initial disbursement, 5% of the prepayment amount;
- b. During the second year after the date of initial disbursement, 3% of the prepayment amount; and
- c. During the third year after the date of initial disbursement, 1% of the prepayment amount.

AT
B.S.
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4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. IF Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

A.T.
B.S.
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10. STATE-SPECIFIC PROVISIONS:

NONE

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Subham Hospitality, Inc. dba Knights Inn

Sudhir T. Mehta

By ☒

S.T. Mehta

Sudhir T. Mehta, President

Bhartiben S. Mehta

Attest ☒

Bhartiben S. Mehta

Bhartiben S. Mehta, Vice President

Certified to be true and correct copy
of the original document.
AMRESCO Independence Funding, Inc.

By

Curtis Bagley
Curtis Bagley, Controller

FOR RECORDER'S USE ONLY

PREPARED BY:

William J. Lepelle
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

9196 BK1213 PG268

000009196 BK:01213 PG:00268
09/05/2002 02:04:54PM
Billie O. McLeod, Register of Deeds
Kershaw County SC
REC FEE:20.00

**MORTGAGE (WITH POWER OF SALE), ASSIGNMENT OF
RENTS
AND SECURITY AGREEMENT**

FROM

**SUBHAM HOSPITALITY, INC.
MORTGAGOR**

TO

**AMRESKO INDEPENDENCE FUNDING, INC.,
MORTGAGEE**

1. THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT COVERS GOODS WHICH ARE OR WHICH ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING AND IS TO BE FILED IN THE REAL ESTATE RECORDS.

2. TO THE EXTENT PROVIDED IN THE NOTE, OR ANY OTHER NOTE OR OBLIGATION WHICH THE LIEN OF THIS MORTGAGE SECURES, NOW OR IN THE FUTURE, INTEREST OR DISCOUNT WILL BE DEFERRED, ACCRUED AND CAPITALIZED.



FILED FOR RECORD 09/05/2002
AT 02:04P BOOK 01213 PAGE 00268
Billie O. McLeod -Reg of Deeds - RMC
Kershaw County Courthouse 000009196

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Mortgage") is made as of September 4, 2002 by SUBHAM HOSPITALITY, INC., a corporation organized and existing under the laws of the State of South Carolina having its principal office at 322 DeKalb Street, Camden, South Carolina ("Mortgagor") in favor AMRESKO INDEPENDENCE FUNDING, INC., having its principal office at 700 North Pearl Street, Suite 1850, LB 368, Dallas, Texas 75201 ("Mortgagee"), and pertains to the real property described on Exhibit "A" attached hereto and made a part hereof, and the Other Property described herein.

I. DEFINITIONS

1.01 **Specific Terms.** In addition to terms defined elsewhere in this Mortgage, when used herein the following terms shall have the following meanings:

- (a) "Additional Agreements" shall have the meaning set forth in the Loan Agreement.
- (b) "Business Day" shall mean any day other than a Saturday, Sunday, federal holiday or other day on which the New York Stock Exchange is regularly closed.
- (c) "Documents" shall mean collectively the Loan Agreement, the Note and the other Additional Agreements.
- (d) "Loan Agreement" shall mean that certain U.S. SMALL BUSINESS ADMINISTRATION AUTHORIZATION, No. 554-772-40-05 SC dated July 22, 2002, as the same may from time to time be or have been amended, renewed, restated, extended or supplemented.
- (e) "Note" shall mean that certain Note in the original principal amount of \$786,000.00 dated September 4, 2002 with a maturity date of September 4, 2027 given by Mortgagor to Mortgagee, as the same may from time to time be amended, renewed, restated, extended or supplemented.
- (f) "Obligations" shall mean all indebtedness, obligations and liabilities of Mortgagor to Mortgagee, howsoever created, arising or evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint and several, and, without limiting the foregoing, shall include all present and future liabilities, indebtedness and obligations of Mortgagor and Mortgagee under the Documents.
- (g) "Other Property" shall have the meaning set forth in Section 2.01 hereof.
- (h) "Real Property" shall mean the real property more fully described in Exhibit "A" attached hereto and made a part hereof, and all improvements thereon.
- (i) "Property" shall mean the Real Property and the Other Property, collectively.

II: THE GRANT; ASSIGNMENT OF RENTS AND LEASES

2.01 **Grant.** In order to induce Mortgagee to extend or continue to extend credit to Mortgagor under the Loan Agreement or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment and performance of the Obligations and the covenants and agreements herein contained, Mortgagor does hereby grant, bargain, sell, convey, mortgage and warrant to Mortgagee and its successors and assigns forever the Real Property, and all of Mortgagor's estate, right, title and interest therein, together with the following described property (the "Other Property"):

(a) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Property, 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 as part of the Other Property immediately upon the delivery thereof to the Real Property;

(b) All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-ways, streets, avenues, sidewalks, and alleys adjoining the Real Property;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges of the Real Property in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) All rents, issues, deposits and profits accruing and to accrue from the Real Property and Other Property and the avails thereof;

(e) All of Mortgagor's rights and claims, in and to all accounts, accounts receivable, security deposits, insurance premium rebates, writings evidencing a monetary obligation, contract rights and other creditor's interests existing in favor of, owned or acquired by Mortgagor with respect to the Real Property; all contracts relating to the use, operation, occupation, maintenance, repair or construction of the Real Property; all permits, licenses, franchises benefiting the Real Property, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf in connection with the foregoing; and all books and records, including but not limited to all lease documents, relating to the Real Property and Other Property;

(f) All machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, without limitation, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, and all plumbing, lighting, communications and elevator fixtures) and other property of every kind and description now or hereafter owned by Mortgagor and located upon or in, and used or useful in connection with, the operation, maintenance or occupancy of the Real Property or the Other Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are attached to such improvements; and

(g) All judgments, awards of damages or settlements related to and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including but not limited to proceeds of insurance and/or condemnation, and all products, additions, accessions, attachments, parts, replacements and substitutes therefor.

TO HAVE AND TO HOLD the same unto Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

2.02 Special Terms Concerning This Mortgage. All of the Other Property is pledged hereunder primarily, on a parity with the Real Property, and not secondarily. This Mortgage is given as equal security for all of the Obligations without preference or priority of any part of the Obligations for any reason whatsoever. The Note secured by this Mortgage contemplates a variable rate of interest.

2.03 Other Property. Mortgagor acknowledges and agrees that all of the Other Property now and hereafter owned by Mortgagor and placed by Mortgagor on the Real Property or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the Real Property and covered by this Mortgage, and as to any of the Other Property which is not part of the Real Property or does not constitute a "fixture," as such term is defined in the Uniform Commercial Code (the "Code"), as enacted in the state in which the Real Property is located, this Mortgage shall be deemed to be, as well, a security agreement under the Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as "secured party," as such term is defined in the Code. All Other Property acquired by Mortgagor after the date hereof which is required or intended by the terms of this Mortgage to be subjected to the lien and security interest of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security interest of this Mortgage.

2.04 Other Amounts Secured. At all times, this Mortgage secures, in addition to the Note, all other Obligations, together with moneys advanced by Mortgagee to protect and preserve the lien of this Mortgage, as aforesaid, provided however, that in no event shall the aggregate principal indebtedness secured by this Mortgage exceed an amount equal to 3 times the original principal amount of the Note, together with moneys advanced by Mortgagee to protect and preserve the lien of this Mortgage, as aforesaid.

2.05 Assignments of Rents and Leases. Mortgagor hereby assigns, transfers and sets over unto Mortgagee all the rents, fees or payments now or hereafter due, under or by virtue of any lease or other agreement, whether oral or written, for the use or occupancy of any part of the Property and to all amendments and guarantees thereof, whether heretofore, now or hereafter agreed to; together with the right to let and relet the Property or any part thereof, in Mortgagee's sole discretion, and to do anything with respect to the Property as Mortgagor might do. Any proceeds received hereunder may be applied by Mortgagee as otherwise provided in Section 4.05 of this Mortgage. Mortgagor hereby directs all tenants, lessees and occupants of the Property to pay all rental, payments or fees for use and occupancy of the Property in accordance herewith. Mortgagee agrees not to exercise its rights granted in this Section unless and until an Event of Default, as hereafter defined, shall have occurred and is continuing, provided that this assignment shall nevertheless be deemed a present assignment. Mortgagor shall execute, acknowledge, and deliver to Mortgagee, within 5 Business Days after any request by Mortgagee, such assignment of rent documents as may be required by Mortgagee, in form and substance satisfactory to Mortgagee. Mortgagor further agrees to pay to Mortgagee all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution and recording of any such documents.

(II). GENERAL AGREEMENTS

3.01 Payment of Obligations. Mortgagor shall pay or cause the payment on or before the applicable due date of each installment payable under the Note and all other Obligations, and Mortgagor shall timely perform or cause the performance of all of its other Obligations.

3.02 Property Taxes. Mortgagor shall pay on or before the applicable due date, all taxes, assessments and other charges that may be asserted against the Property or any part thereof or interest therein. Mortgagor shall furnish to Mortgagee duplicate receipts or other evidence of payment of such taxes, assessments and other charges within 30 days after payment thereof.

3.03 Right to Perform Obligations. If Mortgagor shall fail to do any act or thing which it has covenanted to do under the Documents or any representation or warranty on the part of Mortgagor contained in the Documents shall be breached, Mortgagee may, in its sole discretion, after 6 Business Days written notice is sent to Mortgagor (or such lesser notice, including no notice, as is reasonable under the circumstances), do the same or cause it to be done or remedy any such breach, and may expend its funds for such purpose. Any and all reasonable amounts so expended by Mortgagee shall be payable to Mortgagee by Mortgagor on demand, with interest at the highest "Interest Rate" (as that term is defined in the Note) during the period from and including the date funds are so expended by Mortgagee to the date of repayment, and all such amounts shall be additional Obligations. The payment or performance by Mortgagee of any of Mortgagor's obligations hereunder shall not relieve Mortgagor of said obligations or of the consequences of having failed to pay or perform the same, and shall not waive or be deemed a cure of any Event of Default.

3.04 Insurance.

(a) **Hazard.** Mortgagor shall keep the improvements now existing or hereafter erected on the Real Property insured under a replacement cost form of insurance policy against loss or damage resulting from such hazards as may be reasonably required by Mortgagee (including, but not limited to, flood insurance in an amount necessary to comply with applicable law), and shall pay promptly, when due, all premiums on such insurance. Without limiting the foregoing, during construction of any improvements on the Real Property, Mortgagor shall maintain "Builders Risk" insurance with extended coverage over fire and other casualties using completed values for the amount of the full insurable value for all such improvements under construction at any time on the Real Property, including equipment and materials delivered to the Real Property for incorporation into the Property. All such insurance shall be in form and with insurers approved in writing by Mortgagee and shall have attached thereto: (i) standard non-contributing mortgage clauses entitling Mortgagee, as its interest may appear, to collect any and all proceeds payable under such insurance, and (ii)

standard waiver of subrogation endorsements, so long as such subrogation endorsement can be obtained without material additional cost to Mortgagor.

In the event of any casualty loss, Mortgagor shall give immediate notice thereof to Mortgagee. Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any such losses under any of the aforesaid insurance and, after deducting any of Mortgagee's reasonable costs of collection, to use, apply, or disburse the balance of such insurance proceeds: (i) toward repairing, restoring and rebuilding the aforesaid improvements, provided such repair, restoration or rebuilding is economically feasible and the security of this Mortgage is not thereby impaired, in which event Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released for such purposes be deemed a payment on the indebtedness secured thereby; or (ii) as a credit upon any portion of the indebtedness secured hereby, with the excess, if any, paid to Mortgagor; *provided, however*, that so long as no Event of Default shall then exist and no Event of Default shall exist at any time during the period of any repair, restoration and/or rebuilding of the aforesaid improvements, and subject to the provisions of the immediately following Section, upon Mortgagor's written request to Mortgagee made on or before the disbursement of such insurance proceeds to Mortgagee, such insurance proceeds shall be used to repair, restore and/or rebuild the aforesaid improvements. Unless Mortgagor and Mortgagee otherwise agree in writing, any such application of proceeds to the sums secured by this Mortgage shall not extend or postpone the due date of any portion of the indebtedness secured hereby or change the amount of any installment due on such indebtedness.

To the extent any such insurance proceeds are used toward repairing, restoring and rebuilding such improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such repairs, restoration and rebuilding and with such architect's certificates, waivers of lien, certificates, contractors' sworn statements and other evidence of the estimated cost thereof and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds 5% of the original principal amount of the Note, with all plans and specifications for such plans, restoration and rebuilding as Mortgagee may reasonably require and approve. Payments made prior to the final completion of the work shall not exceed 90% of the value of the work performed, from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens except the lien of this Mortgage. Mortgagee shall have the right to require that all funds shall be paid through a construction escrow with a title insurance company selected by Mortgagee. In the event of foreclosure of this Mortgage, the sale of the Property pursuant to the use of the power of sale or other transfer of title to the Property in extinguishment of the Obligations, all right, title and interest of Mortgagor in and to any such insurance policies then in force, and any claims or proceeds thereunder, shall pass to Mortgagee or any purchaser or grantee therefrom. Mortgagee may, at any time and in its sole discretion, procure and substitute for any and all of such insurance policies, such other policies of insurance, in such amounts, and carried in such companies, as it may select.

(b) **Liability.** Mortgagor shall carry and maintain such comprehensive public liability and worker's compensation insurance as may be reasonably required from time to time by Mortgagee; *provided, however*, that the amounts of liability coverage shall not be less than \$1,000,000.00 single limit. Mortgagee shall be named as an additional party insured.

(c) **Proof of Insurance.** All insurance shall be in amount, form and content and with insurers approved in writing by Mortgagee. Mortgagor shall deliver to Mortgagee a copy or certificate of each policy or policies, with evidence of premiums prepaid, and, prior to any expiration or cancellation, each renewal or replacement thereof. Each policy shall contain provision for not less than 10 days' notice to Mortgagee prior to any cancellation thereof.

3.05 Condemnation and Eminent Domain. Any and all awards heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Property, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Property or any easement thereon or appurtenance thereof, are hereby assigned by Mortgagor to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Real Property, or any easement thereon or appurtenance thereof (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute and deliver to Mortgagee, at any time

upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. In the event of any damage or taking by eminent domain of less than substantially all of the Property, Mortgagee shall make available the proceeds of any award received in compensation for any such damage or taking, less Mortgagee's reasonable costs of collection, for the purpose of rebuilding and restoring the Property, subject to the same terms and conditions as set forth in Section 3.04 (a). If any of the foregoing conditions are not or cannot be satisfied, then Mortgagee may use or apply the award to the Obligations.

3.06 Use, Maintenance and Repair. (a) Mortgagor shall not desert or abandon the Property or, without the prior written consent of Mortgagee, cause or permit a material change in the use of the Property.

(b) Mortgagor shall at its expense maintain the Property in good, safe and insurable condition and repair, and in compliance with all applicable laws and other governmental requirements. Mortgagor further agrees not to permit, commit or suffer any waste, impairment or deterioration of the Property or any part thereof; to effect such repairs as Mortgagee may reasonably require, and, from time to time, to make all necessary and proper replacements thereof and additions thereto so that all of the Property will, at all times, be in good condition and repair, and fit for the purposes for which originally erected or installed.

(c) Mortgagor shall not, without the prior written consent of Mortgagee, cause or permit the demolition, removal, construction, restoration, addition or material alteration to the Property or any portion thereof, except that without such consent: (i) Mortgagor may in the ordinary course of its business or operations replace any worn, broken, unfit or obsolete personal property or fixtures included in the Other Property with like property which is new or substantially new and free of all liens other than the lien of the Mortgage, and (ii) Mortgagor may make non-structural interior alterations having an aggregate cost in any calendar year of not in excess of \$100,000.00.

3.07 Liens and Transfers. Except upon the prior written consent of Mortgagee, Mortgagor shall not sell, transfer, convey, assign, hypothecate or otherwise transfer the title to or any interest in all or any portion of the Property, whether by operation of law, voluntarily, or otherwise, and, if title to the Property or any part thereof is now or shall hereafter become vested in a trustee, including any sale, transfer, assignment, hypothecation or other transfer of the beneficial interest or power of direction therein, nor shall Mortgagor contract to do any of the foregoing, or create, suffer or permit to be created or filed against the Property or any part thereof hereafter any mortgage lien or other lien upon the Property other than the lien of this Mortgage; provided, however, that without such consent Mortgagor may: (a) permit the existence of a lien arising from any work performed, material furnished, or other obligations incurred by Mortgagor but only if, not later than 5 Business Days after the filing thereof, Mortgagor shall have furnished to Mortgagee security and indemnification satisfactory to Mortgagee for the final payment and discharge thereof, and (b) Mortgagor may replace worn, broken, unfit or obsolete property to the extent permitted by Section 3.06 hereof.

3.08 Stamp Taxes. If at any time the United States government, or any federal, state, county or municipal governmental subdivision, requires or imposes documentary stamps, levies, or any tax on this Mortgage or on the Obligations, then Mortgagor shall pay the same on or before the applicable due date, or to the extent Mortgagee has or will make any payment related thereto, then to the greatest extent permitted by law such indebtedness shall be and become due and payable by Mortgagor to Mortgagee within 5 Business Days after the receipt by Mortgagor of written notice of such indebtedness from Mortgagee.

3.09 Change In Laws. In the event of the enactment, after the date of this Mortgage, of any law of the state in which the Real Property is located imposing upon Mortgagee the payment of all or any part of the taxes, assessments, charges, or liens hereby required to be paid by Mortgagor, or changing in any ways the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holder thereof, then Mortgagor, upon demand by Mortgagee, shall pay such taxes, assessments, charges or liens or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, it might be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to become due and payable within

60 days after the giving of such notice; *provided, further*, that nothing contained in this Section shall be construed as obligating Mortgagor to pay any portion of Mortgagee's federal income tax.

3.10 Inspection of Property. Mortgagor shall permit Mortgagee and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Mortgagee considers reasonable.

3.11 Environmental Conditions. (a) Mortgagor hereby represents and warrants to Mortgagee that no Hazardous Substances [as defined in Section 3.11 (b)] are presently stored or otherwise located on the Real Property and, to the best of its knowledge, on any adjacent parcels of real estate, except in accordance with all applicable Hazardous Substances Laws [as defined in Section 3.11 (b)].

(b) Neither Mortgagor nor any other persons from time to time present on the Real Property shall use, generate, manufacture, store, release, dispose of, or permit or suffer to exist in, on, under or about the Real Property or transport to or from the Real Property any flammable materials, explosives, petroleum products (including crude oil), radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any asbestos, asbestos containing materials, PCB's or any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively, the "Hazardous Substances"), under any Federal, state or local law, ordinance or regulation dealing with or otherwise pertaining to toxic or hazardous substances, wastes or materials or to occupational safety (collectively, the "Hazardous Substances Laws"). Notwithstanding the foregoing, Mortgagor may bring limited quantities of Hazardous Substances onto the Real Property for their customary and ordinary application, storage and use for landscape purposes, janitorial services and pest control purposes.

Upon the written request of Mortgagee to Mortgagor, Mortgagee's attorneys, employees, agents or other persons or entities designated by Mortgagee shall, from time to time, and at any reasonable time, be allowed to enter upon the Real Property and conduct environmental examinations and environmental audits of the Real Property, all in form, manner and type as Mortgagee may then require in its sole discretion. Mortgagor shall fully cooperate and make the Real Property available to Mortgagee at such times as Mortgagee may reasonably request in order to conduct such environmental examinations and environmental audits.

(c) Mortgagor hereby agrees to give immediate notice of any violation of any Hazardous Substances Laws affecting the Real Property. Mortgagor covenants and agrees to promptly contain and clean up any and all releases of Hazardous Substances on the Real Property. Notwithstanding any language or provision of this Mortgage to the contrary, Mortgagor hereby unconditionally gives Mortgagee the right, but not the obligation, and Mortgagee does not so obligate itself, to undertake to contain and clean up releases of Hazardous Substances on the Real Property. Mortgagor hereby indemnifies and saves Mortgagee harmless of and from any and all loss, costs (including reasonable attorneys' fees), liability and damage whatsoever incurred by Mortgagee, by reason of any violation of any applicable Hazardous Substances Laws or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs related to the Real Property expended by reason of such violation; provided that, to the extent that Mortgagee is strictly liable under any Hazardous Substances Laws, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of Hazardous Substances Laws that results in liability to Mortgagee. Mortgagor further agrees that this indemnity shall continue and remain in full force and effect beyond the term of Obligations and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Mortgagee in connection with any such Hazardous Substances involving the Real Property.

3.12 Security Instruments. Mortgagor shall execute, acknowledge and deliver to Mortgagee, within 5 Business Days after request by Mortgagee, a security agreement, financing statements and any other similar security instrument required by Mortgagee, in form and of content satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor which, in the sole opinion of Mortgagee, is essential to the operation of the Property and concerning which there may be any doubt whether title thereto has been conveyed, or a security interest therein perfected, by this Mortgage under applicable law.

3.13 Interest Laws. Mortgagor hereby warrants and represents that the principal obligations secured hereby constitutes a business loan. It being the intention of Mortgagee and Mortgagor to comply with the laws of the State in which the Property is located, it is agreed that notwithstanding any provision to the contrary in any of the

Documents, no provision of any of the Documents shall require the payment or permit the collection of any amount in excess of the maximum amount of interest permitted to be charged by law ("Excess Interest"). If any Excess Interest is provided for, or is adjudicated as being provided for, in any of the Documents, then: (a) Mortgagor shall not be obligated to pay any such Excess Interest; and (b) any Excess Interest that Mortgagee may have received hereunder shall, at the option of Mortgagee, be: (i) applied as a credit against the then unpaid principal balance of the Note, or accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing.

IV. EVENTS OF DEFAULT AND REMEDIES

4.01 Events of Default. Each of the following events shall constitute an Event of Default under this Mortgage:

(a) Mortgagor shall fail to pay when due any amount owed by Mortgagor to Mortgagee under the Note, the Loan Agreement or other Documents or any other Obligations.

(b) Mortgagor shall default in the performance or observance of any term, covenant, condition or agreement to be performed by Mortgagor under this Mortgage (not constituting an Event of Default under any other clause of this Section 4.01) and such default shall continue unremedied for 10 Business Days after written notice thereof shall have been given by Mortgagee to Mortgagor; or

(c) Any representation or warranty made by Mortgagor in this Mortgage shall at any time prove to have been incorrect in any material respect when made; or

(d) Any default or Event of Default (howsoever such terms are defined) shall occur under the Documents.

4.02 Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may at its sole option do any one or more or all of the following, at such time and in such order as Mortgagee may in its sole discretion choose:

(a) **Acceleration of Maturity.** Mortgagee may declare the principal of and interest and any premium or other charges on the Note, and all other Obligations to be forthwith due and payable, whereupon all such amounts shall be immediately due and payable, without presentment, demand for payment, protest and notice of protest, notice of dishonor, notice of acceleration, notice of intent to accelerate or other notice or formality of any kind, all of which are hereby expressly waived.

(b) **Foreclosure of Mortgage.** Mortgagee may proceed to foreclose the lien of this Mortgage by judicial proceedings in accordance with the laws of the State in which the Property is located.

(c) **Right of Possession.** Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Property or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Property, together with all documents, books (or copies thereof), records (or copies thereof), papers, and accounts of Mortgagor or the then owner of the Property relating thereto, and may exclude Mortgagor, such owner, and any agents and servants thereof wholly therefrom and may, as attorney-in-fact or agent of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

(i) hold, operate, manage, and control all or any part of the Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole and arbitrary discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Property made subsequent to this Mortgage or subordinated to the lien hereof;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Property, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at any sale of the Property, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Property are subject to the lien hereof, and the purchaser or purchasers at any sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser; and

(v) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements in connection with the Property as may reasonably necessary, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom.

(d) **Application of Deposits.** Mortgagee may, at its option, without being required to do so, apply any money or securities that constitute deposits made to or held by Mortgagee or any depository pursuant to any of the provisions of this Mortgage toward payment of any of the Obligations in such order and manner as Mortgagee may elect. When the Obligations have been fully paid, any remaining deposits shall be paid to Mortgagor or its successors or assigns, or to the then owner or owners of the Property, or to whoever else may then be adjudged entitled thereto.

(e) **Exercise Rights of Secured Party.** To the extent that this Mortgage may operate as a security agreement under the Code, Mortgagee may exercise any or all of the remedies of a secured party under the Code.

4.03 Appointment of Receiver. Upon or at any time after the commencement of the use of the power of sale or the filing of any complaint to foreclose the lien of this Mortgage, Mortgagee will be entitled to have a receiver appointed (which may be Mortgagee), to take possession of the Property without notice (which notice Mortgagor hereby waives) and without the obligation of Mortgagor to demonstrate cause for such appointment of a receiver, notwithstanding anything contained in this Mortgage or any law heretofore or hereafter enacted. Such appointment may be made either before or after any sale; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; without regard to the value of the Property at such time and whether or not the same is then occupied as a homestead; and without bond being required of the applicant. Such receiver shall have the power to take possession, control and care of the Property and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such sale being conducted through the use of the power of sale or such foreclosure suit and, in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, heirs, executors, administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Property during the whole of any such period. To the extent permitted by law, such receiver may be authorized by the court to extend or modify any then existing leases and to make new leases of the Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Property are subject to the lien hereof, and upon the purchaser or purchasers at any such sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree, or issuance of certificate of sale or deed to any purchaser. Any receiver shall be liable to account only for the rents actually received.

4.04 Sale. In the event of any sale of the Property, whether by foreclosure or the use of the power of sale, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any sale of the Property or any part thereof.

4.05 Application of Proceeds. The proceeds of any sale of the Property, or any part thereof, whether by foreclosure or the use of the power of sale, shall, unless otherwise required by applicable law, be distributed and applied in the following order of priority:

(a) first, on account of all costs and expenses incident to either the foreclosure proceedings, or any sale conducted through the use of the power of sale, including, without limitation, the items described in Section 4.09 hereof;

(b) next, in any order as determined by Mortgagee in its sole discretion, on account of the outstanding balance of the Note, all other items that, under the terms of this Mortgage, constitute secured indebtedness additional to that evidenced by the Note and all other unpaid Obligations; and

(c) the balance, to Mortgagor or its successors or assigns, as their interests and rights may appear or whoever else may then be adjudged entitled thereto.

4.06 Priority of Payments. Any rents, issues, deposits, profits, and avails of the Property received by Mortgagee after taking possession of all or any part of the Property, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage, shall (unless otherwise required by court order) be applied in payment of or on account of the following, in the order listed:

(a) operating expenses of the Property (including reasonable compensation to Mortgagee, any receiver of the Property, any agent or agents to whom management of the Property has been delegated, and also including lease commissions and other compensation for and expenses of seeking and procuring tenants and entering into leases, establishing claims for damages, if any, and paying premiums on insurance hereinabove authorized);

(b) taxes, special assessments, and water and sewer charges now due or that may hereafter become a lien thereon prior to the lien of this Mortgage;

(c) any and all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Property (including, without limitation, the cost of placing the Property in such condition as will, in the judgment of Mortgagee or any receiver, make it readily rentable or salable);

(d) all indebtedness secured by this Mortgage and other Obligations, including, without limitation, any deficiency that may result from any sale pursuant hereto; and

(e) any remaining funds to Mortgagor or its successors or assigns, as their interests and rights may appear or to whoever else may then be adjudged entitled thereto.

4.07 Rent. During the continuance of any Event of Default and if Mortgagee or any judicially appointed representative has a right to exclude Mortgagor from all or any part of the Property, Mortgagor agrees to pay the fair and reasonable rental value for the use and occupancy of the Property, or any portion thereof which are in its possession and being occupied for such period and, upon default of any such payment, will vacate and surrender possession of the Property to Mortgagee or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery or possession of premises for non-payment of rent, however designated.

4.08 Remedies are Severable and Cumulative. All rights and remedies of Mortgagee herein are severable and cumulative and in addition to all other rights and remedies available in the other Documents, at law or in equity, and any one or more of such rights and remedies may be exercised simultaneously or successively.

4.09 Litigation Expenses. In any proceeding to foreclose the lien of this Mortgage, proceed with the right of power of sale or enforce any other right or remedy of Mortgagee under this Mortgage or any of the other Documents, or in any other proceeding whatsoever in connection with any of the Property in which Mortgagee is named as a party, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred in connection with such proceeding by or on behalf of Mortgagee, including, but not limited to, reasonable attorneys' fees and expenses.

4.10 Waiver of Statutory Rights. To the greatest extent permitted by law: (a) Appraisal of the Property is hereby expressly waived, or not, at the option of Mortgagee, such option to be exercised at the time judgment is rendered in any judicial foreclosure proceeding, or at any time prior thereto; (b) Mortgagor hereby waives the

benefit of, and agrees that it will not apply for or avail itself of, any redemption, reinstatement, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the use of the power of sale or the enforcement or foreclosure of this Mortgage; and (c) Mortgagor, for itself, any and all persons or entities who may claim through or under it and each and every person or entity acquiring any interest in the Property or title to the Real Property subsequent to the date of this Mortgage, hereby also waives (i) any and all rights to have the Property and estates comprising the Property marshaled upon any sale pursuant to the power of sale or any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety; and (ii) any and all rights of (A) redemption from sale under either the use of the power of sale or in the event of foreclosure of the lien hereof pursuant to the rights herein granted; and (B) homestead in the Real Property which Mortgagor may now or hereafter have under the laws of the State in which the Property is located; and (iii) all rights to void liens under Section 508 of the United States Bankruptcy Code (11 U.S.C. §508), or any amendment or successor thereto.

4.11 **Power of Sale Statutes.** All acts of Mortgagee pursuant to this Mortgage relating to the use of the power of sale are expressly subject to the power of sale statutory provisions in effect from time to time in the state in which the Property is located.

V. MISCELLANEOUS

5.01 **Notices.** Subject to the notice requirements of the power of sale statutes in effect from time to time in the state in which the Property is located, all notices hereunder shall be given and become effective in accordance with the provisions of the Loan Agreement.

5.02 **Covenants Run with Land.** All of the covenants of this Mortgage shall run with the land constituting the Real Property.

5.03 **Governing Law.** This Mortgage shall be governed in all respects by the laws of the State of Texas.

5.04 **Severability.** Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Mortgage which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage.

5.05 **Non-Waiver.** No failure or delay on the part of Mortgagee in exercising any right, power or remedy pursuant to this Mortgage or any of the other Documents shall operate as a waiver thereof, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof, or the exercise of any other right, power or remedy. Neither any waiver of any provision of this Mortgage or any of the other Documents, nor any consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by Mortgagee. Any waiver of any provision of this Mortgage or any of the other Documents and any consent to any departure by Mortgagor by the terms of this Mortgage or any of the other Documents shall be effective only in the specific instance and for the specific purpose for which given. Except as otherwise expressly provided herein, no notice to or demand on Mortgagor shall in any case entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

5.06 **Headings.** Captions and headings in Sections and Paragraphs of this Mortgage are inserted only as a matter of convenience and shall not affect the interpretation hereof.

5.07 **Grammar.** As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

5.08 **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon Mortgagor, and its successors, assigns, legal representatives and all other persons or entities claiming under or through Mortgagor and the word "Mortgagor," when used herein, shall include all such persons and entities and any others liable for the payment of the Obligations or any part thereof, whether or not they have executed the Note or this Mortgage. The word "Mortgagee," when used herein, shall include Mortgagee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.09 Release. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all Obligations have been fully paid.

5.10 Further Assurances. Mortgagor agrees to do such further acts and things and to execute and deliver to Mortgagee such additional agreements, instruments and documents as Mortgagee may reasonably require or deem advisable to effectuate the purposes of this Mortgage, or to confirm unto Mortgagee its rights, powers and remedies under this Mortgage.

5.11 Time of the Essence. Time is of the essence to this Mortgage, and all provisions pertaining thereto shall be strictly construed.

5.12 Appraisal Waiver. The laws of South Carolina provide that in all real estate foreclosure proceedings 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.

5.13 SBA Loan. The loans secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing the loans will be construed in accordance with federal law.
- b) Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the loans.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date hereinabove first written. Signed, Sealed and Delivered in the Presence of:

Subham Hospitality, Inc., a South Carolina Corporation

By: Sudhir T. Mehta
Sudhir T. Mehta, President

ATTEST:

By: Bhartiben S. Mehta
Bhartiben S. Mehta, Secretary

WITNESS:

[Signature]
R. B. K. P.

**EXHIBIT A ATTACHED TO AND HEREBY MADE A PART OF
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
BETWEEN SUBHAM HOSPITALITY, INC., MORTGAGOR AND
AMRESKO INDEPENDENCE FUNDING, INC.**

LEGAL DESCRIPTION:

All that certain piece, parcel, or tract of land, containing 2.03 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dinkins, Inc., dated July 30, 1985, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & Amresco Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having such metes, bounds, and measurements as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a little more or less. *Plat Book B64 Pg.4*

TMS: C285-09-00-053

This being the property conveyed to Ameer Corp. by deed of Ramesh Patel and Dhani Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D. for Kershaw County in Book 311 at page 145. Being the same conveyed to Subham Hospitality LLC by deed of Ameer Corp dated Sept 4, 2002 and recorded on Sept 5, 2002 in Record Book 1213 page 265

COMMON ADDRESS: 322 DeKalb Street, Camden, South Carolina 29020

STATE OF South Carolina)
COUNTY OF Richland) SS.

I, R. B. K. P., a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Sudhar T. Mukherjee and Dharti Ben S. Mukherjee personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Secretary of Subham Hospitality, Inc. at SC corporation, acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 4th day of September 2002.

(NOTARIAL SEAL)

R. B. K. P.
Notary Public
My Commission Expires: 11/04/07

198 BK1213 PG228

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURNED TO:

FILED FOR RECORD 09/05/2002
AT 02:00:23PM BOOK 01213 PAGE 00297
Billie O. McLeod, Register of Deeds
Kershaw County Courthouse 000009198

William G. Lapelle, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

9199 BK1213 PG297

FILED FOR RECORD 09/05/2002
AT 01:11:09PM BOOK 01213 PAGE 00297
Billie O. McLeod, Register of Deeds

SPACE ABOVE THIS LINE FOR ENCUMBRANCES 000009198

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of this 4th day of September, 2002 by Subham Hospitality, Inc., a South Carolina corporation ("Assignor") whose address is 322 DeKalb Street, Camden, South Carolina 29020 to AMRESKO Independence Funding, Inc. ("Assignee") whose address is 700 North Pearl Street, Suite 1900, LB 359, Dallas, Texas 75201.

1. Definitions.

"Mortgage": The Mortgage dated September 4, 2002 executed by Assignor and recorded September 5, 2002 with the Kershaw County Recorder of Deeds, which encumbers the Property. BK 1213 Pg 268

"Leases": All of the leases, subleases, tenancies, and guaranties, present and future, and all amendments, extensions and renewals thereof for all or any part of the Property. BK 1213 Pg 282

"Loan Documents": The U.S. Small Business Administration (SBA) Authorization No. GP-554-772-40-06 SC the Mortgage and any loan documents relating to or securing the Note.

"Loan": The Loan evidenced by the Note.

"Property": The real estate described in Exhibit B attached hereto, together with all improvements thereon.

"Note": The SBA Note dated September 4, 2002 in the original principal amount of \$788,000.00 delivered to Assignee by Assignor.

FILED FOR RECORD 09/05/2002
AT 02:08P BOOK 01213 PAGE 00286
Billie O. McLeod -Reg of Deeds - RMC
Kershaw County Courthouse 000009198

FILED FOR RECORD 09/05/2002
AT 02:11P BOOK 01213 PAGE 00297
Billie O. McLeod -Reg of Deeds - RMC
Kershaw County Courthouse 000009199



298 BK1213 P3157

9179 BK1213 P3290

"Rents": All of the rents, income, receipts, revenues, issues and profits, and prepayments of the same including, without limitation, lease termination, cancellation or similar fees now due or which may become due or to which Assignor may now or shall hereafter become entitled or which it may demand or claim and arising directly or indirectly from the Leases or the Property.

"Schedule": The Schedule of Leases attached hereto as Exhibit A listing all present leases, subleases, tenancies and occupants of the Property.

"Tenant(s)": Any present or future tenant, subtenant or occupant of the Property.

All other capitalized terms used herein, unless otherwise specified, shall have the same meaning ascribed to them in the Loan Documents.

2. Assignment. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, convey, and deliver unto Assignee:

- (a) All of Assignor's right, title and interest in all of the Leases;
- (b) The immediate and continuing right to collect and receive all of the Rents; and
- (c) Any and all rights and claims of any kind that Assignor may have now or in the future against any Tenant.

To have and to hold the same unto Assignee, its successors and assigns, until termination of this Assignment as hereinafter provided.

3. Absolute Assignment. The parties intend that this Assignment shall be a present, absolute, and unconditional assignment and shall, immediately upon execution, give Assignee the right to collect the Rents and to apply them in payment of the principal, interest and all other sums payable under the Loan Documents. Such assignment and grant shall continue in effect until all principal, interest and all other sums payable under the Loan Documents are paid in full. Subject to the provisions set forth herein and in the Mortgage and provided there is no Default, Assignee grants to Assignor a license to enforce the Leases and collect the Rents as they become due (excluding however, any lease termination, cancellation or similar payments which Assignor agrees shall be held in trust and turned over to Assignee for credit to principal under the Loan). Assignor shall deliver such other Rents to Assignee as are necessary for the payment of principal, interest and other sums payable under the Loan Documents as such sums become due.

ASSIGNOR
100 000000 000000
3100 000000 000000
Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any security or collateral for the Loan; however, nothing herein contained shall prevent Assignee from exercising any other right under any of the Loan Documents.

4. Power of Attorney. Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor to demand and collect any and all Rents and to file any claim or take any other action or proceeding and make any settlement regarding the Leases. All Tenants are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to such Tenants, all amounts due Assignor pursuant to the Leases. All Tenants are expressly relieved of all duty, liability or obligation to Assignor in respect of all payments so made to Assignee or such nominee.

5. Consideration. This Assignment is made for and in consideration of the loan made by Assignee to Assignor as set forth in the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

6. Indemnity. Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees, costs and expenses which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands which may be asserted against Assignee by reason of any term, covenant or agreement contained in any of the Leases, except for any such liability, loss or damage resulting solely from Assignee's gross negligence or willful misconduct.

7. Performance of Lease Covenants. Assignee may, at its option, upon prior notice to Assignor (except in the event of an emergency) perform any Lease covenant for and on behalf of Assignor, and all monies expended in so doing shall be chargeable to Assignor and added to the outstanding principal balance and shall be immediately due and payable.

8. Representations and Warranties. Assignor represents and warrants:

- (a) The Leases are in full force and effect and have not been modified;
- (b) There are no defaults, defenses or setoffs of either landlord or, to the best of Assignor's knowledge, tenant under the Leases nor, to the best of

179 BK1213 PG29
9199 BK1213 PG300

Assignor's knowledge, is there any fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases;

(c) The sole ownership of the entire landlord's interest in the Leases is vested in Assignor and the Leases have not been otherwise assigned or pledged;

(d) All Rents due to date have been collected, no Rent has been collected more than one (1) month in advance, and no Tenant has been granted any Rent concession or inducement whatsoever; and

(e) There are no leases of the Property not listed on the Schedule.

9. Covenants and Agreements. Assignor hereby covenants and agrees as follows:

(a) Assignor shall not permit any Rent under any Lease of the Property to be collected more than one (1) month in advance of the due date thereof;

(b) Assignor shall act in a commercially reasonable manner to enforce all available remedies against any delinquent Tenant to protect the interest of the landlord under the Leases and to preserve the value of the Property;

(c) Assignor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all Leases. Assignor shall give notice to Assignee of any default by Assignor under any Lease or by any Tenant under any non-residential Lease in such time to afford Assignee an opportunity to cure any such default prior to the Tenant having any right to terminate the Lease. Assignor shall also provide Assignee with notice of the commencement of an action of ejectment or any summary proceedings for dispossession of the Tenant under any of the Leases;

(d) Assignor shall furnish promptly to Assignee the original or certified copies of all Leases now existing or hereafter created. Assignee shall have the right to notify any Tenant at any time and from time to time of any provision of the Loan Documents;

(e) Assignor shall not permit any Leases to be made of the Property or existing Leases to be modified, terminated, extended or renewed without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed. At Assignee's request, Assignor shall cause the Tenant under any Lease to execute a subordination, non-disturbance and attornment agreement in form and substance reasonably satisfactory to Assignee;

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(f) Assignor shall not without the prior written consent of Assignee: (i) perform any act or execute any other instrument which might interfere with the exercise of Assignee's rights hereunder; (ii) execute any assignment, pledge or hypothecation of Rents or any of the Leases; (iii) suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;

(g) This Assignment transfers to Assignee all of Assignor's right, title, and interest in any security deposits, provided that Assignor shall have the right to retain the security deposit so long as there is no Default under this Assignment or the Loan Documents. Assignee shall have no obligation to any Tenant with respect to its security deposit unless and until Assignee comes into possession and control of the deposit;

(h) Assignor shall use reasonable to efforts to deliver to Assignee, promptly upon request, a duly executed estoppel certificate from any Tenant in form and content satisfactory to Assignee; and

(i) Assignee may assign its right, title and interest in the Leases and any subsequent assignee shall have all of the rights and powers provided to Assignee by this Assignment.

10. No Obligation. This Assignment shall not be deemed to impose upon Assignee any of the obligations or duties of the landlord or Assignor provided in any Lease. Assignor hereby acknowledges and agrees: (i) Assignor is and will remain liable under the Leases to the same extent as though this Assignment had not been made; and (ii) Assignee has not by this Assignment assumed any of the obligations of Assignor under the Leases, except as to such obligations which arise after such time as Assignee shall have assumed full ownership or control of the Property. This Assignment shall not make Assignee responsible for the control, care, management, or repair of the Property or any personal property or for the carrying out of any of the terms of the Leases. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation in or about the Property.

11. Tenant Bankruptcy. In the event any Tenant should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state, or local statute which provides for the possible termination or rejection of any Lease, Assignor covenants and agrees no settlement for damages shall be made without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, and any check in payment of damages for rejection of any Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that it will duly endorse to the order of Assignee any such check.

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14. No Waiver. Neither the exercise of any rights under this Assignment by Assignee nor the application of any Rents to payment of Assignor's indebtedness under the Loan Documents shall cure or waive any Default thereunder. Failure of Assignee to avail itself of any of the terms of this Assignment for any period of time or for any reason shall not constitute a waiver of the Assignment.

15. Other Documents. This Assignment is intended to be supplementary to, not in substitution for, or in derogation of, any assignment of rents contained in the Mortgage or in any of the Loan Documents.

16. Notices. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as first set forth above and shall be effective (i) when actually delivered, (ii) when deposited with a nationally recognized overnight courier or (iii) when deposited in the United States Mail, first class, certified or registered, postage prepaid. Any party may change its address for notices under this Assignment by giving written notice to the other party as set forth above.

17. Applicable Law. This Assignment shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Texas without regard to conflicts of law principles. This Assignment shall be binding upon the parties hereto and their respective heirs, successors and assigns, and may not be modified, amended or altered except by writing signed by each of the parties hereto.

18. SBA Mandatory Provision. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to the Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

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9199 BK1213 PG294

IN WITNESS WHEREOF, Assignor has executed this Assignment or has caused the same to be executed by its duly authorized representatives as of the date first set forth above.

WITNESS:

[Signature]

[Signature]

ASSIGNOR:

Subham Hospitality, Inc.,
a South Carolina corporation

By: *[Signature]*
Sudhir T. Mehta, President

By: *[Signature]*
Bhartiben S. Mehta, Secretary

7199 BK1213 78274

STATE OF North Carolina)
COUNTY OF Croft) SS.

9199 BK1213 78305

I, R. B. K. P., a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Sudhir Ti Mehra and Bhaktibans S. Mehra personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of Sabharwal Hospitality, Inc., a South Carolina corporation, acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 4th day of September, 2002.

(NOTARIAL SEAL)

R. B. K. P.
Notary Public
My Commission Expires: 11/09/07

7199 BK213 05304

EXHIBIT A

7199 BK213 05304

SCHEDULE OF LEASES

Lessee: Kyong Hwan Han
Date of lease: July 22, 2002

Lessee: _____
Date of lease: _____

Lessee: _____
Date of lease: _____

Lessee: _____
Date of lease: _____

Lessee: _____
Date of lease: _____

Lessee: _____
Date of lease: _____

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EXHIBIT B

7199 BK1213 PG397

LEGAL DESCRIPTION

All that certain piece, parcel, or tract of land, containing 2.03 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dinkins, Inc., dated July 30, 1985, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & AMRESKO Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having such metes, bounds, and measurements as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a little more or less.

TMS: C285-09-00-053

This being the property conveyed to Amee Corp. by deed of Ramesh Patel and Dhani Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D. for Kershaw County in Book 311 at page 145.

Being the same conveyed to Subham Hospitality LLC by deed of Amee Corp dated September 4, 2002 and recorded on September 5, 2002 in Record Book 1213 page 265.

COMMON ADDRESS: 322 DeKalb Street, Camden, South Carolina 29020

U.S. Small Business Administration

SECURITY AGREEMENT

1. Subham Hospitality, Inc., a South Carolina corporation, 322 DeKalb Street, Camden, South Carolina 29020 (hereinafter called "Debtor") for value received, hereby grants to AMRESKO Independence Funding, Inc., 700 North Pearl Street, Suite 1900, LB 359, Dallas, Texas 95201-7424 (hereinafter called "Secured Party"), a security interest in the property described below (hereinafter collectively called "Collateral") to secure the payment of the principal and interest on and all obligations under a note (hereinafter called the "Note"), dated September 4, 2002, of the Debtor payable to the order of the Secured Party, in the principal amount of Seven Hundred Eighty-Eight Thousand and No/100 (\$788,000.00) all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest at the maximum legal rate on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

2. The Collateral in which this interest is granted is all of Debtor's assets, described below in reference to which an "X" or "✓" has been placed in the box applicable thereto, howsoever arising, wherever located and whether now owned or existing or hereafter existing or acquired, including, but not limited to, the following (collectively, the "Collateral"):

☒ ☒ (i) all Equipment;

☐ ☐ (ii) All passenger and commercial motor vehicles registered for use upon public highways or streets, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith;

☒ ☒ (iii) all Accounts Receivable;

☒ ☒ (iv) all Inventory;

☒ ☒ (v) any and all monies, reserves, deposits, deposit accounts, securities, cash, cash equivalents, balances, credits, and interest and dividends on any of the above, of or in the name of Debtor, now or hereafter with the Secured Party or any financial institution, and any and all other property of any kind and description of or in the name of Debtor, now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Secured Party or any agent or bailee for the Secured Party;



- /X/ /X/ (vi) all chattel paper, whether tangible or electronic chattel paper, contract rights, letter of credit rights, and instruments including, without limitation, all supporting obligations of any of the foregoing;
- /X/ /X/ (vii) all General Intangibles;
- /X/ /X/ (viii) all investment property;
- /X/ /X/ (ix) all furniture and fixtures;
- /X/ /X/ (x) all documents of title and receipts, whether negotiable or non-negotiable, including all goods covered by such documents;
- /X/ /X/ (xi) all books, records and computer records in any way relating to the above property;
- /X/ /X/ (xii) any and all substitutions, renewals, improvements, replacements, additions and proceeds of (i) through (x) above, including, without limitation, proceeds of insurance policies.

If two such boxes are so marked, the security interest so designated secures the purchase money from the loan used by the Debtor to acquire title to the Collateral.

3. Debtor shall not transfer, sell or assign Debtor's interest in the Collateral nor permit any other security interest to be created thereon without Secured Party's prior written approval, except that Debtor may sell Inventory in the ordinary course of business on customary terms and at usual prices and may collect as Secured Party's agent sums due on Accounts Receivable and contract rights until advised otherwise by Secured Party.

4. Debtor shall keep, store or regularly garage all Collateral at locations approved by Secured Party in writing.

5. Debtor shall not conduct business under any other name than that given above nor change or reorganize the type of business entity under which it does business except upon prior written approval of Secured Party. If such approval is given, Debtor guarantees that all documents, instruments and agreements demanded by Secured Party shall be prepared and filed at Debtor's expense before such change of name or business entity occurs.

6. Debtor shall pay the filing and recording costs of any documents or instruments necessary to perfect, extend, modify, or terminate the security interest created hereunder, as demanded by Secured Party.

7. Debtor shall maintain all Collateral in good condition, pay promptly all taxes, judgments, or changes of any kind levied or assessed thereon, keep current all rent due on premises where Collateral is located, and maintain insurance on all Collateral against such

hazards, in such amounts and with such companies as Secured Party may demand, all such insurance policies to be in the possession of Secured Party and to contain a Lender's Loss Payable Clause naming Secured Party in a manner satisfactory to Secured Party. Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon, and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary to accomplish such collections, and any persons or entities making payments to Secured Party under the terms of this Paragraph are hereby relieved absolutely from any obligation to see to the application of any sums so paid.

8. Debtor shall be in default hereunder if Debtor fails to perform any of the liabilities imposed hereby or any other obligations required by the various instruments or papers evidencing or securing this loan, or if the full balance of the loan becomes immediately payable under the terms of such instruments, either automatically or by declaration of the Secured Party. In the event of any default, Secured Party may, in its own discretion, cure such default and, if it does so, any expenditures made for such purpose shall be added to the principal of the Note.

9. In the event of default, Debtor shall assemble and make available all Collateral at any place designated by Secured Party. Debtor acknowledges being advised of a constitutional right to a court notice and hearing to determine whether, upon default, there is probable cause to sustain the validity of the Secured Party's claim and whether the Secured Party is entitled to possession of the Collateral and being so advised, Debtor hereby voluntarily gives up, waives and surrenders any right to a notice and hearing to determine whether there is probable cause to sustain the validity of Secured Party's claim. Any notices required pursuant to any state or local law shall be deemed reasonable if mailed by Secured Party to the persons entitled thereto at their last known addresses at least ten days prior to disposition of the Collateral, and, in reference to a private sale, need state only that Secured Party intends to negotiate such a sale. Disposition of Collateral shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Collateral is located or by a private sale for a sum equal to or in excess of the liquidation value of the Collateral as determined by Secured Party.

10. All rights conferred on Secured Party hereby are in addition to those granted to it by any state or local law or any other law. Failure or repeated failure to enforce any rights hereunder shall not constitute an estoppel or waiver of Secured Party's rights to exercise such rights accruing prior or subsequent thereto. Secured Party shall not be liable for any loss to Collateral in its possession, nor shall such loss diminish the debt due, even if the loss is caused or contributed to by Secured Party's negligence.

11. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to the Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

12. Debtor shall perform any and all acts requested by the Lender to establish, maintain and continue the Lender's security interest and liens in the Collateral, including but not limited to, executing or authenticating financing statements and such other instruments and documents when and as reasonably requested. Debtor hereby authorizes Lender through any of Lender's employees, agents or attorneys to file any and all financing statements, including, without limitation, any continuations, transfers or amendments thereof required to perfect Lender's security interest and liens in the Collateral under the Uniform Commercial Code without authentication or execution by Debtor.

13. In addition to terms defined elsewhere in this Agreement, when used herein, the following terms shall have the following meanings:

Account Debtor shall mean any Person who is or who may become obligated to Debtor under, with respect to, or on account of an Account Receivable or other Collateral.

Accounts Receivable shall mean any and all accounts (as such term is defined in the UCC) of Debtor and each and every right of Debtor to (i) the payment of money or (ii) the receipt or disbursement of products, goods, services or other valuable consideration, whether such right now exists or hereafter arises; whether such right arises out of a sale, lease or other disposition of Inventory, or out of a rendering of services, or out of a policy of insurance issued or to be issued, or from a secondary obligation or arising out of the use of a credit or charge card or information contained on or for use with such card, incurred or to be incurred, or any other transaction or event, whether such right is created, generated or earned by Debtor or by some other Person who subsequently transfers its interest to Debtor, whether such right is or is not already earned by performance, and howsoever such right may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any Account Debtor or other Person obligated to make any such payment or against any property of such Account Debtor or other Person.

Equipment shall mean all machinery and equipment owned by Debtor, wherever located, whether now owned or hereafter existing or acquired by Debtor, any embedded

software thereon, any additions thereon, accessions thereto or replacements of parts thereof.

General Intangibles shall mean all general intangibles (as such term is defined in the UCC) owned by Debtor, including, but not limited to payment intangibles, goodwill, software, trademarks, trade names, licenses, patents, patent applications, copyrights, inventions, franchises, books and records of Debtor, designs, trade secrets, registrations, prepaid expenses, all rights to and payments of refunds, overpayments, rebates and return of monies, including, but not limited to, sales tax refunds, tax refunds, tax refund claims and rights to and payments of refunds, overpayments or overfundings under any pension, retirement or profit sharing plans and any guarantee, security interests or other security held by or granted to Debtor to secure payment by an Account Debtor of any of the Accounts Receivable.

Inventory shall mean any and all goods, finished goods, whole goods, materials, raw materials, work-in-progress, components or supplies, wheresoever located and whether now owned or hereinafter acquired and owned by Debtor, including, without limitation, goods, finished goods, whole goods, materials, raw materials, work-in-process, components or supplies in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, which are held for demonstration, illustration, sale or lease, furnished under any contract of service or held as raw materials, work-in-process for manufacturing or processing or supplies for manufacturing or processing, and all materials used or consumed in the business of Debtor, and shall include such other property, the sale or disposition of which has given rise to an Accounts Receivable and which has been returned to or repossessed or stopped in transit by or on behalf of Debtor, but shall not include property owned by third parties in the possession of Debtor.

Person shall mean individually, and Persons shall mean collectively, any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise including, without limitation, any instrumentality, division, agency, body or department thereof).

UCC shall mean the Uniform Commercial Code as enacted and amended in the State of South Carolina, and as may be further amended from time to time.

IN WITNESS WHEREOF, the Debtor has executed this Security Agreement
September 4, 2002.

Subham Hospitality, Inc., a South
Carolina corporation

By: Sudhir T. Mehta
Sudhir T. Mehta, President

(Corporate Seal)

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

By: X Bhartiben S. Mehta
Bhartiben S. Mehta, Secretary

(CORPORATE 2 OFFICERS)

STATE OF South Carolina
COUNTY OF Richland) SS.

I, R. Bhatkity, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Sudhar T. Mehta ~~RA~~ and Bhartiben S. Mehta personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of Subham Hospitality, Inc., an South Carolina corporation, acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 4th day of September, 2002.

(NOTARIAL SEAL)

R. Bhatkity
Notary Public
My Commission Expires: 11/04/07

Knights Inn
Camden, SC
List of equipment

3	Single Rooms
13	King Rooms
19	Doubles Rooms
35	TOTAL ROOMS
13	King beds
41	Doubles beds
13	King bedspread
41	Double bedspread
13	King headboards
41	Double Headboards
35	Night stands
35	Credenza
70	Chairs
35	Tables
105	Lamps
70	Art works
35	Televisions
35	Microfridge
1	Cash registers
1	Telephone syel Mitel ex- 20 super switch
3	washers
2	Dryers
1	Office Desk & Chair
1	Ice Machine

9814 BM1221 PD133

GOOD FRAUDING STATEMENT

TO: THE COURT, IN AND FOR THE COUNTY OF Kershaw, South Carolina

FROM: [Redacted]

Return to:
LexusNexus Document Solutions
Post Office Box 8999
Springfield, MO 65806

1749677-2 I

FILED FOR RECORD 09/13/2002
AT 10:15 AM 100X 01371 PAGE 00133
WILLIE G. McARD - Reg of Deeds - EMT
Kershaw County Courthouse 000000133

THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SHIRLEY HOSPITALITY, INC.

322 DERRAL STREET
CAMDEN
SOUTH CAROLINA 29020
U.S.A.

AMERSCO INDEPENDENCE FUNDING, INC.

700 NORTH BRACK STREET
DALLAS
TX 75201
U.S.A.

SEE SCHEDULE 1 ATTACHED

FILED FOR RECORD 09/13/2002
AT 10:15 AM 100X 01371 PAGE 00133
WILLIE G. McARD - Reg of Deeds - EMT
Kershaw County Courthouse 000000133

30591-48140 KERSHAW CO, SC

PLAINTIFF'S EXHIBIT

PLAINTIFF'S
EXHIBIT
6

9B14 BK1221 P0138

SCHEDULE 1 TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT -
Schedule 1 to UCC-1, Sec. 9-403, 9-404, 9-405, 9-406, 9-407, 9-408, 9-409, 9-410, 9-411, 9-412, 9-413, 9-414, 9-415, 9-416, 9-417, 9-418, 9-419, 9-420, 9-421, 9-422, 9-423, 9-424, 9-425, 9-426, 9-427, 9-428, 9-429, 9-430, 9-431, 9-432, 9-433, 9-434, 9-435, 9-436, 9-437, 9-438, 9-439, 9-440, 9-441, 9-442, 9-443, 9-444, 9-445, 9-446, 9-447, 9-448, 9-449, 9-450, 9-451, 9-452, 9-453, 9-454, 9-455, 9-456, 9-457, 9-458, 9-459, 9-460, 9-461, 9-462, 9-463, 9-464, 9-465, 9-466, 9-467, 9-468, 9-469, 9-470, 9-471, 9-472, 9-473, 9-474, 9-475, 9-476, 9-477, 9-478, 9-479, 9-480, 9-481, 9-482, 9-483, 9-484, 9-485, 9-486, 9-487, 9-488, 9-489, 9-490, 9-491, 9-492, 9-493, 9-494, 9-495, 9-496, 9-497, 9-498, 9-499, 9-500, 9-501, 9-502, 9-503, 9-504, 9-505, 9-506, 9-507, 9-508, 9-509, 9-510, 9-511, 9-512, 9-513, 9-514, 9-515, 9-516, 9-517, 9-518, 9-519, 9-520, 9-521, 9-522, 9-523, 9-524, 9-525, 9-526, 9-527, 9-528, 9-529, 9-530, 9-531, 9-532, 9-533, 9-534, 9-535, 9-536, 9-537, 9-538, 9-539, 9-540, 9-541, 9-542, 9-543, 9-544, 9-545, 9-546, 9-547, 9-548, 9-549, 9-550, 9-551, 9-552, 9-553, 9-554, 9-555, 9-556, 9-557, 9-558, 9-559, 9-560, 9-561, 9-562, 9-563, 9-564, 9-565, 9-566, 9-567, 9-568, 9-569, 9-570, 9-571, 9-572, 9-573, 9-574, 9-575, 9-576, 9-577, 9-578, 9-579, 9-580, 9-581, 9-582, 9-583, 9-584, 9-585, 9-586, 9-587, 9-588, 9-589, 9-590, 9-591, 9-592, 9-593, 9-594, 9-595, 9-596, 9-597, 9-598, 9-599, 9-600, 9-601, 9-602, 9-603, 9-604, 9-605, 9-606, 9-607, 9-608, 9-609, 9-610, 9-611, 9-612, 9-613, 9-614, 9-615, 9-616, 9-617, 9-618, 9-619, 9-620, 9-621, 9-622, 9-623, 9-624, 9-625, 9-626, 9-627, 9-628, 9-629, 9-630, 9-631, 9-632, 9-633, 9-634, 9-635, 9-636, 9-637, 9-638, 9-639, 9-640, 9-641, 9-642, 9-643, 9-644, 9-645, 9-646, 9-647, 9-648, 9-649, 9-650, 9-651, 9-652, 9-653, 9-654, 9-655, 9-656, 9-657, 9-658, 9-659, 9-660, 9-661, 9-662, 9-663, 9-664, 9-665, 9-666, 9-667, 9-668, 9-669, 9-670, 9-671, 9-672, 9-673, 9-674, 9-675, 9-676, 9-677, 9-678, 9-679, 9-680, 9-681, 9-682, 9-683, 9-684, 9-685, 9-686, 9-687, 9-688, 9-689, 9-690, 9-691, 9-692, 9-693, 9-694, 9-695, 9-696, 9-697, 9-698, 9-699, 9-700, 9-701, 9-702, 9-703, 9-704, 9-705, 9-706, 9-707, 9-708, 9-709, 9-710, 9-711, 9-712, 9-713, 9-714, 9-715, 9-716, 9-717, 9-718, 9-719, 9-720, 9-721, 9-722, 9-723, 9-724, 9-725, 9-726, 9-727, 9-728, 9-729, 9-730, 9-731, 9-732, 9-733, 9-734, 9-735, 9-736, 9-737, 9-738, 9-739, 9-740, 9-741, 9-742, 9-743, 9-744, 9-745, 9-746, 9-747, 9-748, 9-749, 9-750, 9-751, 9-752, 9-753, 9-754, 9-755, 9-756, 9-757, 9-758, 9-759, 9-760, 9-761, 9-762, 9-763, 9-764, 9-765, 9-766, 9-767, 9-768, 9-769, 9-770, 9-771, 9-772, 9-773, 9-774, 9-775, 9-776, 9-777, 9-778, 9-779, 9-780, 9-781, 9-782, 9-783, 9-784, 9-785, 9-786, 9-787, 9-788, 9-789, 9-790, 9-791, 9-792, 9-793, 9-794, 9-795, 9-796, 9-797, 9-798, 9-799, 9-800, 9-801, 9-802, 9-803, 9-804, 9-805, 9-806, 9-807, 9-808, 9-809, 9-810, 9-811, 9-812, 9-813, 9-814, 9-815, 9-816, 9-817, 9-818, 9-819, 9-820, 9-821, 9-822, 9-823, 9-824, 9-825, 9-826, 9-827, 9-828, 9-829, 9-830, 9-831, 9-832, 9-833, 9-834, 9-835, 9-836, 9-837, 9-838, 9-839, 9-840, 9-841, 9-842, 9-843, 9-844, 9-845, 9-846, 9-847, 9-848, 9-849, 9-850, 9-851, 9-852, 9-853, 9-854, 9-855, 9-856, 9-857, 9-858, 9-859, 9-860, 9-861, 9-862, 9-863, 9-864, 9-865, 9-866, 9-867, 9-868, 9-869, 9-870, 9-871, 9-872, 9-873, 9-874, 9-875, 9-876, 9-877, 9-878, 9-879, 9-880, 9-881, 9-882, 9-883, 9-884, 9-885, 9-886, 9-887, 9-888, 9-889, 9-890, 9-891, 9-892, 9-893, 9-894, 9-895, 9-896, 9-897, 9-898, 9-899, 9-900, 9-901, 9-902, 9-903, 9-904, 9-905, 9-906, 9-907, 9-908, 9-909, 9-910, 9-911, 9-912, 9-913, 9-914, 9-915, 9-916, 9-917, 9-918, 9-919, 9-920, 9-921, 9-922, 9-923, 9-924, 9-925, 9-926, 9-927, 9-928, 9-929, 9-930, 9-931, 9-932, 9-933, 9-934, 9-935, 9-936, 9-937, 9-938, 9-939, 9-940, 9-941, 9-942, 9-943, 9-944, 9-945, 9-946, 9-947, 9-948, 9-949, 9-950, 9-951, 9-952, 9-953, 9-954, 9-955, 9-956, 9-957, 9-958, 9-959, 9-960, 9-961, 9-962, 9-963, 9-964, 9-965, 9-966, 9-967, 9-968, 9-969, 9-970, 9-971, 9-972, 9-973, 9-974, 9-975, 9-976, 9-977, 9-978, 9-979, 9-980, 9-981, 9-9

[illegible]

2. All leases, easements, notes, mortgages, contracts due and payable in Debiter mode may lease or contract of the Property (whether by way of sale or otherwise) and owing in the future, including, but not limited to, rent, additional rent, percentage rent, taxes, insurance and maintenance costs and expenses, whether due in cash or payable or receivable over a period of time), commission, brokerage and profits relating to the Property and all benefits thereof.

EXHIBIT A
LEGAL DESCRIPTION

9B14 BK1221 PG136

All that certain place, parcel, or tract of land, containing 2.11 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Nathan R. Blaney by Cox and Dickson, Inc., dated July 30, 1945, recorded in the Office of the S.O.D. for Kershaw County in Plat Book 37 at page 141A, and being more particularly shown on a plat prepared for Robbans Hospitality, Inc. & American Independence Paving, Inc. by James Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having been shown, located, and represented as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all more completely shown thereon being a whole more or less.

Tax ID: 4245-00-00-033

This being the property conveyed to Amco Corp. by deed of Kenneth Pate and David Pate dated December 2, 1994, recorded December 20, 1994, in the Office of the S.O.D. for Kershaw County in Book 314 at page 145.

COMPARISON ADDRESS: 322 DeKalb Street, Charleston, South Carolina 29403

UCC FINANCING STATEMENT AMENDMENT

FILED FOR RECORD 03/04/2007
AT 02:08:30PM BOOK 01305 PAGE 00140
Billie O. McLandi, Register of Deeds
Kernan County Courthouse 000002626

1. GERMAN DOCUMENT TO: Group 1244000

2001 MASON CONSULTING GROUP, INC.
585 A BAY MARSH DR. SUITE 300
NOVATO, CA 94945
(415) 238-7200

THE ABOVE SUBJECTS ARE FOR INFORMATION ONLY

THE 1930S OF FRAUDS AND BROTHERS

ପ୍ରଦାନ କରାଯାଇଥିବା ସମସ୍ତ ସାମଗ୍ରୀର ବିବରଣୀ ଏଠାରେ ଦିଆଯାଇଛି ।

15. ☒ I have read the above information and agree to the terms and conditions of the program.

1. TRANSITION - Each member of the Transition Government should be elected with a right to a varying extension of the period of the membership of the Government of the Republic of the Philippines.

2. CONTINUITY - Each member of the Transition Government should serve with respect to varying periods of the Government of the Republic of the Philippines.

6. The ASSOCIATION rule or principle. Groundwork consists in the fact that we must first establish the truth of the proposition before we can apply it.

5. **ADDITIONAL UNIVERSITY INFORMATION:** This Amendment should be processed ☐ **Domestic** ☐ **Secured Priority of release** Check only ☐ if this is a non-domestic case.

1. What is the purpose of the document?
 2. What is the main objective of the project?
 3. What are the key deliverables?
 4. What are the risks and challenges?
 5. What are the next steps?

8. SUBJECT RECORD INFORMATION

OR	CH. 91 INVESTIGATION LAST NAME	PHOTO NAME	ADDRESS B NAME	ADDRESS

1. CHANGING THE ORDER OF THE QUESTIONS

7. ORGANIZATION NAME
BUSINESS LOAN CENTER, INC.

[illegible]

To Bureau Address	CITY	STATE	POSTAL CODE	COUNTRY
666 MADISON AVENUE, 80TH FLOOR	NEW YORK	NY	10022	

2. TAX ID# 57-07187	3. TYPE OF ORGANIZATION -	4. NUMBER OF ORGANIZATION	5. ORGANIZATIONAL D. I. #
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4. NAME(S) OF THE PERSON(S) WHO MADE THE
DISPOSITION ☐ DATE ☐ BY ☐ REASON FOR DISPOSITION ☐ REMARKS

FILED FOR RECORD 03/04/2002
AT 03:06P BOOK 01206 PAGE 00140
Dillon G. McLeod - Reg of Deeds - RMD
XeroRay County Government Ctr 050002525

5. NAME OF DISCLOSED PARTY OF INTEREST: AUTHORIZED THIS AGREEMENT (Name of subject, if this is an Affidavit). If this is an instrument submitted to a District Clerk, the name of the District Clerk shall be typed in the space provided below and the name of the District Clerk shall be typed in the space provided below.

AMERICAN INDEPENDENCE FUND, INC.

CPA	11. 6/27/2016 10:51 AM	REPORT HERE	11. 6/27/2016 10:51 AM	11. 6/27/2016 10:51 AM
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NO. OF PHOTOS FILED 82/10/12/2002 DATA AMARSSO-LDC Lora# 11353 RCG# 400 UQC.1 SO. Kershaw

FILED OFFICE COPY - NATIONAL UCC FIDUCIARY STATEMENT AMENDMENT (FORM 100) (REV. 07-2000)

PERVOLD POLYMER CO., INC.
1005 J. ROBINSON BLVD., PMB 100
IRVING, CA 94045

2528 BK1304 PG141

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOWING INSTRUCTIONS MUST BE READ CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (Name of form is on Amendment form)
Book: 1221 Page: 133 8

12. NAME OF PARTY AUTHORED THE AMENDMENT (Name of form is on Amendment form)
13. CREDITORS NAME
AMERICAN INDEPENDENCE FUNDING, INC.

04. U.S. GOVERNMENT NAME FIRST NAME ADDRESS NUMBER CITY

15. Use this for all other amendments

THE ABOVE SPACES FOR FILING OFFICE USE ONLY

Debtor's Info: Sullivan Hospitality, Inc.

322 D4400 Street
Capitol 00 28020

7424 BK2204 PG213

EXHIBIT A ATTACHED TO AND HEREBY MADE A PART OF
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
BETWEEN SUBHAM HOSPITALITY, INC., MORTGAGOR AND
AMRESKO INDEPENDENCE FUNDING, INC.

LEGAL DESCRIPTION:

All that certain piece, parcel, or tract of land, containing 2.03 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dinkins, Inc., dated July 30, 1986, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & Amresco Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having such moles, bounds, and measurements as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a little more or less. *Plat Book 364 134*

TMS: C205-08-00-053

This being the property conveyed to Amec Corp. by deed of Ramesh Patel and Dhanl Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D. for Kershaw County in Book 811 at page 146, being the same conveyed to Subham Hospitality LLC by deed of Amec Corp dated Sept 4, 2002 and recorded on Sept 5, 2002 in Record Book 1213 page 265

COMMON ADDRESS: 322 DeKalb Street, Camden, South Carolina 29020

11309-

7425 BK2306 PG216
EXHIBIT A ATTACHED TO AND HEREBY MADE A PART OF
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
BETWEEN SUBHAM HOSPITALITY, INC., MORTGAGOR AND
AMRESO INDEPENDENCE FUNDING, INC.

LEGAL DESCRIPTION:

All that certain piece, parcel, or tract of land, containing 2.03 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dirklins, Inc., dated July 30, 1985, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & Amresco Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having such metes, bounds, and measurements as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a little more or less. *Plat Book 364 Pg 4*

TMS: 0286-09-00-053

This being the property conveyed to Amee Corp. by deed of Ramash Patel and Chani Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D. for Kershaw County in Book 811 at page 145. Being the same conveyed to Subham Hospitality LLC by deed of Amee Corp dated Sept 4, 2002 and recorded on Sept 5, 2002 in Record Book 1213 page 265

COMMON ADDRESS: 322 Dekalb Street, Camden, South Carolina 29020

11309~

Instrument 201200005380 OR Volume Page 2964 116

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Corporation Service Company 1-800-858-6294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

6787885-380340

Corporation Service Company

601 Adlai Stevenson Drive

Springfield, IL 62709-4261

Filed in: South Carolina Kershaw

201200005380

Filed for Record in

KERSHAW COUNTY SC

6787885-380340

07-27-2012 at 01:09:08 PM.

FINANCIAL

OR Volume 2964 Page 114 - 116

THE ABOVE SPACE IS FOR FILER OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #
6014 B:1221 P:188 8/23/2002

2. THE FINANCING STATEMENT AMENDMENT IS
to be filed (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

2. TERMINATION: This document is a continuation of the financing statement identified above in connection with respect to security interest of the Secured Party in the collateral described in the Financing Statement.

3. CONTINUATION: This document is a continuation of the financing statement identified above in connection with respect to security interest of the Secured Party in the collateral described in the Financing Statement.

4. ASSIGNMENT: This document is an assignment of the security interest in the collateral described in the Financing Statement to the Assignee.

5. AMENDMENT (PARTY INFORMATION): This document is an amendment to the financing statement identified above in connection with respect to security interest of the Secured Party in the collateral described in the Financing Statement.

6. CHANGES AND ADDITIONS: This document is an amendment to the financing statement identified above in connection with respect to security interest of the Secured Party in the collateral described in the Financing Statement.

7. CHANGES AND ADDITIONS: This document is an amendment to the financing statement identified above in connection with respect to security interest of the Secured Party in the collateral described in the Financing Statement.

8. CHANGES AND ADDITIONS: This document is an amendment to the financing statement identified above in connection with respect to security interest of the Secured Party in the collateral described in the Financing Statement.

9. CURRENT RECORD INFORMATION

9a. ORGANIZATION'S NAME SUBHAM HOSPITALITY, INC.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. BUSINESS ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. BUSINESS ADDRESS CITY STATE POSTAL CODE COUNTRY

7e. BUSINESS ADDRESS CITY STATE POSTAL CODE COUNTRY

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7ao. BUSINESS ADDRESS CITY STATE POSTAL CODE COUNTRY

7ap. BUSINESS ADDRESS CITY STATE POSTAL CODE COUNTRY

7aq. BUSINESS ADDRESS CITY STATE POSTAL CODE COUNTRY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS printed and typed CAREFULLY

11. SERIAL FINANCING STATEMENT FILE # (please do not leave blank)		
9814 B:1221 P: 188 0223/2002		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (name as listed on Financing Statement)		
12C. ORGANIZATION NAME Business Loan Center, LLC		
OR	13. INDIVIDUAL'S LAST NAME	13C. FIRST NAME
		13D. MIDDLE NAME
18. Use this space for additional information		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor:

Bubham Hospitality, Inc.
382 DeKalb Street
Camden SC 29020

Secured Party:

Business Loan Center, LLC
One Independence Pointe, Suite 102
Greenville SC 29615

Collateral Property address as further described on Exhibit A:

322 DeKalb Street, Camden SC 29020

EXHIBIT A ATTACHED TO AND HEREBY MADE A PART OF
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
BETWEEN SUBHAM HOSPITALITY, INC., MORTGAGOR AND
AMRESGO INDEPENDENCE FUNDING, INC.

LEGAL DESCRIPTION

All that certain piece, parcel, or tract of land, containing 2.08 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dinkins, Inc., dated July 30, 1988, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & Amresgo Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having such metes, bounds, and measurements as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a 1/16th more or less. *Plat Book 1364 Pg 4*

TMS: C285-08-00-053

This being the property conveyed to Ameer Corp. by deed of Ramesh Patel and Dhani Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D. for Kershaw County in Book 311 at page 145. Being the same conveyed to Subham Hospitality LLC by deed of Ameer Corp dated Sept 4, 2002 and recorded on Sept 5, 2002 in Record Book 1213 page 265

COMMON ADDRESS: 322 DeKalb Street, Camden, South Carolina 29020



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	GP 5547724006 SC
SBA Loan Name	Knights Inn
Guarantor	Sudhir T. Mehta
Borrower	Subham Hospitality, Inc.
Lender	AMRESO Independence Funding, Inc.
Date	9/4/02
Note Amount	\$788,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated of even date herewith in the principal amount of SEVEN HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 Dollars from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

3. DEFINITIONS:

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.



4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantor;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

A. Guarantor waives all rights to:

- 1) Require presentment, protest, or demand upon Borrower;
- 2) Redeem any Collateral before or after Lender disposes of it;
- 3) Have any disposition of Collateral advertised; and
- 4) Require a valuation of Collateral before or after Lender disposes of it.

B. Guarantor waives any notice of:

- 1) Any default under the Note;
- 2) Presentment, dishonor, protest, or demand;
- 3) Execution of the Note;
- 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
- 5) Any change in the financial condition or business operations of Borrower or any guarantor;
- 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
- 7) The time or place of any sale or other disposition of Collateral.

C. Guarantor waives defenses based upon any claim that:

- 1) Lender failed to obtain any guarantee;
- 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
- 3) Lender or others improperly valued or inspected the Collateral;
- 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

P.T.M.

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. SBA NOT A CO-GUARANTOR. Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
- G. LENDER'S RIGHTS OF CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE-SPECIFIC PROVISIONS:

NONE

A.M.

11. GUARANTOR ACKNOWLEDGMENT OF TERMS:

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

Sudhir T. Mehta.
Sudhir T. Mehta, Individually



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	GP 5547724006 SC
SBA Loan Name	Knights Inn
Guarantor	Bhartiben S. Melha
Borrower	Subham Hospitality, Inc.
Lender	AMRESCO Independence Funding, Inc.
Date	9/4/02
Note Amount	\$788,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated of even date herewith in the principal amount of SEVEN HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 Dollars, from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

3. DEFINITIONS:

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.



4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

A. Guarantor waives all rights to:

- 1) Require presentment, protest, or demand upon Borrower;
- 2) Redeem any Collateral before or after Lender disposes of it;
- 3) Have any disposition of Collateral advertised; and
- 4) Require a valuation of Collateral before or after Lender disposes of it.

B. Guarantor waives any notice of:

- 1) Any default under the Note;
- 2) Presentment, dishonor, protest, or demand;
- 3) Execution of the Note;
- 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
- 5) Any change in the financial condition or business operations of Borrower or any guarantor;
- 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
- 7) The time or place of any sale or other disposition of Collateral.

C. Guarantor waives defenses based upon any claim that:

- 1) Lender failed to obtain any guarantee;
- 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
- 3) Lender or others improperly valued or inspected the Collateral;
- 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. **ENFORCEMENT EXPENSES.** Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. **SBA NOT A CO-GUARANTOR.** Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. **SUBROGATION RIGHTS.** Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. **JOINT AND SEVERAL LIABILITY.** All individuals and entities signing as Guarantor are jointly and severally liable.
- E. **DOCUMENT SIGNING.** Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. **FINANCIAL STATEMENTS.** Guarantor must give Lender financial statements as Lender requires.
- G. **LENDER'S RIGHTS OF CUMULATIVE, NOT WAIVED.** Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. **ORAL STATEMENTS NOT BINDING.** Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. **SEVERABILITY.** If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. **CONSIDERATION.** The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE-SPECIFIC PROVISIONS:

NONE

11. GUARANTOR ACKNOWLEDGMENT OF TERMS:

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

Bhartiben S. Mehta
Bhartiben S. Mehta, Individually



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	GP 5547724006 SC
SBA Loan Name	Knights Inn
Guarantor	Sudhir T. Mehta
Borrower	Subham Hospitality, Inc.
Lender	AMRESCO Independence Funding, Inc.
Date	9/4/02
Note Amount	\$788,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

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- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
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A. Guarantor waives all rights to:

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- 2) Redeem any Collateral before or after Lender disposes of it;
- 3) Have any disposition of Collateral advertised; and
- 4) Require a valuation of Collateral before or after Lender disposes of it.

B. Guarantor waives any notice of:

- 1) Any default under the Note;
- 2) Presentment, dishonor, protest, or demand;
- 3) Execution of the Note;
- 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
- 5) Any change in the financial condition or business operations of Borrower or any guarantor;
- 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
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- 1) Lender failed to obtain any guarantee;
- 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
- 3) Lender or others improperly valued or inspected the Collateral;
- 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
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- D. **JOINT AND SEVERAL LIABILITY.** All individuals and entities signing as Guarantor are jointly and severally liable.
- E. **DOCUMENT SIGNING.** Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
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10. STATE-SPECIFIC PROVISIONS:

NONE

A.M.

11. GUARANTOR ACKNOWLEDGMENT OF TERMS:

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

Sudhir T. Mehta.
Sudhir T. Mehta, Individually

11393

4119 BK1329 PG94

FILED FOR RECORD 04/10/2003
AT 11:10:11AM BOOK 01329 PAGE 00094
Billie O. McLeod, Register of Deeds
Kershaw County Courthouse 000004119

THIS INSTRUMENT WAS
PREPARED BY:

Sutherland Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309
Attn: Eric R. Fenichel, Esq.

AFTER RECORDING RETURN TO:

Richardson Consulting Group
505A San Marin Drive, Ste. 300
Novato, California 94945
Attn: Sharon Richardson \$400

SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE
AND
OTHER LOAN DOCUMENTS

FOR VALUE RECEIVED, the undersigned, AMRESKO INDEPENDENCE FUNDING, INC., a Delaware corporation ("Assignor"), having a mailing address at 700 N. Pearl Street, Suite 1850, Dallas, Texas 75201, hereby grants, assigns, sells, conveys, transfers, delivers and sets over unto BUSINESS LOAN CENTER, INC., a Delaware corporation ("Assignee"), having a mailing address at 645 Madison Avenue, 19th Floor, New York, New York 10022, without representation or warranty, express or implied, except for the representations and warranties expressly set forth in that certain Asset Purchase Agreement between (among others) Assignor and Assignee dated as of October 30, 2002, as the same may have been amended from time to time, the following:

1) All right, title and interest of Assignor under that certain Deed of Trust/Mortgage/Deed to Secure Debt and other instruments of record (if any) described on Annex 1 attached hereto and made part hereof (whether one or more, the "Instrument").

2) All right, title and interest of Assignor, including all liens and security interests held by Assignor, in the promissory note or notes described in or referred to in the Instrument (whether one or more, the "Note"), the money due and to become due on such Note with interest, and all rights accrued or to accrue under the Instrument and any other documents representing, evidencing or securing the loan(s) evidenced by the Note.

FILED FOR RECORD 04/10/2003
AT 11:10A BOOK 01329 PAGE 00094
Billie O. McLeod - Reg of Deeds - RMC
Kershaw County Government Ctr 000004119



Executed as of (but not necessarily on) the effective date specified below.

Effective 1/31, 2003.

**AMRESKO INDEPENDENCE
FUNDING, INC.,**
a Delaware corporation

WITNESSES:

Rica Ellsworth
Witness #1

By: W. David Jenkins (SEAL)
W. David Jenkins, President

Maguiba Williams
Witness #2

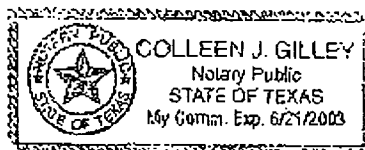
STATE OF TEXAS)
COUNTY OF DALLAS)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, who, being duly sworn, deposes and states that (s)he saw the within named Amresco Independence Funding, Inc., a Delaware corporation by W. David Jenkins, its President, sign, seal and deliver the foregoing Assignment of Mortgage and Other Loan Documents and that (s)he with the other witnesses whose name is subscribed above witnessed the execution thereof.

Rica Ellsworth
Witness #1

SWORN to be me this 31
day of January, 2003.

Colleen J. Gilley (S.)
Notary Public for Texas
My Commission Expires: _____



ANNEX 1

1. Mortgage/Deed of Trust dated 9/4/02, executed by SUBHAM HOSPITALITY, INC. as "Mortgagor" to AMRESKO Independence Funding, Inc., as "Mortgagee", filed for record on 9/5/02 as Document No. 9196, in Book 1213, Page 268, in the Official Public Records of Kershaw County, South Carolina.

(Loan #02011393)

PREPARED BY and RETURN AFTER RECORDING TO:

Ciena Capital, LLC
Independence Corporate Park
One Independence Pointe, Suite 102
Greenville, SC 29615
Attn: Mark Lehrer

201300005242
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER,
07-02-2013 At 12:45:07 pm.
ASSIGNMENT 8.00
OR Volume 3115 Page 231 - 233

Loan No.: 02011393
Loan Name: SUBHAM HOSPITALITY, INC. dba Deluxe Inn
SBA Loan No.: 5547734006

**ASSIGNMENT OF MORTGAGE (WITH POWER OF SALE), ASSIGNMENT OF
RENTS AND SECURITY AGREEMENT**

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

FOR VALUE RECEIVED, BUSINESS LOAN CENTER, LLC (f/k/a
Business Loan Center, Inc.), ("Assignor"), having a corporate address of One
Independence Pointe, Suite 102, Greenville, South Carolina 29615, has this day
transferred, sold, assigned, conveyed and set over to BLX FUNDING TRUST I
("Assignee"), having a corporate address of One Independence Pointe, Suite 102,
Greenville, South Carolina 29615, all its rights, title and interest in and to a certain
**MORTGAGE (WITH POWER OF SALE), ASSIGNMENT OF RENTS AND
SECURITY AGREEMENT**, executed by Subham Hospitality, Inc., dated 9/4/2002,
recorded on 9/5/2002, in Book 1213 at Page(s) 268, or as Instrument Number 9196, in the
County of Kershaw, State of South Carolina.

The Assignor herein specifically transfers, sells, conveys and assigns to the above
Assignee, its successors, representatives and assigns, the aforesaid **MORTGAGE
(WITH POWER OF SALE), ASSIGNMENT OF RENTS AND SECURITY
AGREEMENT**, the property described on Exhibit A, the indebtedness secured thereby,
and all the powers, options, privileges and immunities therein contained.

All notices concerning this Mortgage/ Deed of Trust should be sent to the following
address: Ciena Capital, LLC, Independence Corporate Park, One Independence Pointe,
Suite 102, Greenville, SC 29615 Attn: Mark Lehrer



IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 14 day of June, 2013.

Signed, Sealed and Delivered
in the Presence of:

BUSINESS LOAN CENTER, LLC (f/k/a
Business Loan Center, Inc.)

Paula Jones
PAULA JONES

Linda K Culbreth
Linda K Culbreth

Cynthia C Herring Sr
Name: Cynthia C. Herring
Title: Senior Vice President

State of NORTH CAROLINA
County of MECKLENBURG

This the 14 day of June, 2013 personally came before me Cynthia C. Herring, who being duly sworn says that she/he is the Senior Vice President of Business Loan Center, LLC and that this instrument was signed by her/him on behalf of said company, by its authority and the said Cynthia C. Herring acknowledged the said instrument to be the act and deed of said company.

Notary Public: Tammie L. Williams
Print Name: Tammie L. Williams
Commission Expires: April 24, 2019

EXHIBIT A ATTACHED TO AND HEREBY MADE A PART OF
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
BETWEEN SUBHAM HOSPITALITY, INC., MORTGAGOR AND
AMRESKO INDEPENDENCE FUNDING, INC.

LEGAL DESCRIPTION:

All that certain piece, parcel, or tract of land, containing 2.03 acres more or less, together with the improvements thereon, situate, lying, and being in the County of Kershaw, State of South Carolina, the same being shown and designated on a plat prepared for Narayan R. Shenoy by Cox and Dinkins, Inc., dated July 30, 1985, recorded in the Office of the R.O.D. for Kershaw County in Plat Book 37 at page 1412; and being more particularly shown on a plat prepared for Subham Hospitality, Inc. & Amresco Independence Funding, Inc. by Inman Land Surveying Company, Inc., dated July 17, 2002, to be recorded, said property having such metes, bounds, and measurements as are shown on the latter-referenced plat, which is incorporated herein and made a part hereof, all measurements shown thereon being a little more or less. *Plat Book B64 Pg 4*

TMS: C285-09-00-053

This being the property conveyed to Ames Corp. by deed of Ramesh Patel and Dhani Patel dated December 2, 1994, recorded December 20, 1994, in the Office of the R.O.D. for Kershaw County in Book 311 at page 145. Being the same conveyed to Subham Hospitality LLC by deed of Ames Corp dated Sept 4, 2002 and recorded on Sept 5, 2002 in Record Book 1213 page 265

COMMON ADDRESS: 322 DeKalb Street, Camden, South Carolina 29020

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 14
day of June, 2013.

Signed, Sealed and Delivered
in the Presence of:

Paula Jones
PAULA JONES

Linda K Culbreth
Linda K Culbreth

BLX FUNDING TRUST I

By: BUSINESS LOAN CENTER, LLC (f/k/a
Business Loan Center, Inc.), as Depositor
pursuant to that BLX Funding Trust I Trust
Agreement dated October 1, 2001

Cynthia C. Herring
Name: Cynthia C. Herring
Title: Senior Vice President

State of NORTH CAROLINA
County of MECKLENBURG

This the 14th day of June, 2013 personally came before me Cynthia C. Herring,
who being duly sworn says that she/he is the Senior Vice President of Business Loan
Center, LLC, and that this instrument was signed by her/him on behalf of said
company, by its authority and the said Cynthia C. Herring acknowledged the said
instrument to be the act and deed of said company.

Notary Public: Tammie L. Williams
Print Name: Tammie L. Williams
Commission Expires: April 24, 2019

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Business Loan Center, LLC

☒ Plaintiff

v.

Subham Hospitality, Et Al.

☐ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2013-CP-28-0601

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

FILED FOR RECORD
2014 JAN -2 PM 4:27
JOYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C.

Plaintiff's Attorney:
Amber B. Glidewell, Bar No. 73732
Address:
Roe Cassidy Coates & Price, P.A.
P.O. Box 10529, Greenville, S.C. 29603
phone: 864-349-2606 fax: 864-349-0303
e-mail: dlahey@roecassidy.com other:

Defendant's Attorney:
, Bar No.
Address:
phone: fax:
e-mail: other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Order of Reference

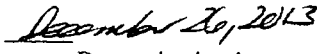
Estimated Time Needed: 15 Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

- ☐ Written motion attached
☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☒ Plaintiff / ☐ Defendant


Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$25.00
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
(check reason) ☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

- ☐ MOTION FEE COLLECTED: _____
☐ CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA)

COUNTY OF KERSHAW)

Business Loan Center, LLC,)

Plaintiff,)

vs.)

Subham Hospitality, Inc. d/b/a Knights Inn,)
a/k/a Deluxe Inn; Sudhir T. Mehta; and)
Bhartiben Mehta,)

Defendants.)

ORDER OF REFERENCE

C.A. NO.: 2013-CP-28-0601

FILED FOR RECORD
2014 JAN -2 PM 4:27
JOYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C.

IT APPEARS from the pleadings that this is an action commenced by Plaintiff to foreclose a note and mortgage and the subject real property of this foreclosure is situated in Kershaw County, South Carolina. It further appears from Affidavits of Personal Service and/or Acceptances of Service that service was had upon all Defendants. It further appears that, pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure (SCRPC), this action may be mandatorily referred to the Honorable Jeffrey Marc Tzerman for disposition.

NOW, THEREFORE, upon motion of Roe Cassidy Coates & Price, P.A., Attorneys for Plaintiff,

IT IS ORDERED that the above-entitled action be and the same is hereby referred to the Honorable Jeffrey Tzerman, as the Master in Equity for Kershaw County, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, for the purpose of conducting a full hearing on this matter and entering a final judgment thereon, as well as conducting hearings or entering orders after final judgment, with any appeal being directly to the Supreme Court.

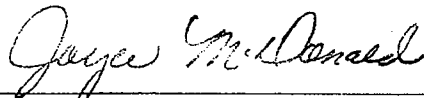
IT IS FURTHER ORDERED that, in the event the Master in Equity should find that a judicial sale of the subject real property is warranted, the Master in Equity, pursuant to Section

ATTEST True, Correct & Certified
Copy of Original on File in this
Court.

Joyce McDonald
Clerk of Court Kershaw County

15-39-680 of the Code of Laws of South Carolina, 1976, as amended, may designate that said sale be conducted on the regular day of judicial sales or at such other time as the Master in Equity may deem just and proper.

IT IS SO ORDERED.



Judge/Clerk of Court

Candler, South Carolina

Date: 1-2-14

WE SO MOVE:



Amber B. Glidewell, SC Bar No. 73732
aglidewell@roecassidy.com
Roe Cassidy Coates & Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, S.C. 29603
(864) 349-2620

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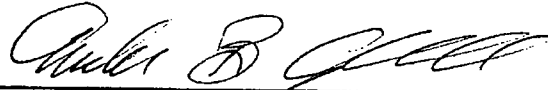
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ROE CASSIDY COATES & PRICE, P.A.



Amber B. Glidewell, SC Bar #73732

aglidewell@roecassidy.com

Roe Cassidy Coates & Price, P.A.

1052 North Church Street

Greenville, SC 29601

864.349.2600 (Phone)

864.349.0303 (Fax)

Attorneys for Plaintiff

Greenville, South Carolina

December 26, 2013