

LANCASTER COUNTY, SC	
2024008902	MORTGAGE
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
07-26-2024	03:15:27 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:MORT 5169 PG:260-271	

This instrument was drawn by and is to be returned to:

**Alexander Ricks PLLC**  
**1420 E. 7th Street, Suite 100**  
**Charlotte, NC 28204**

Recording Information

STATE OF SOUTH CAROLINA

**MORTGAGE OF REAL ESTATE  
AND SECURITY AGREEMENT**

COUNTY OF LANCASTER

THIS MORTGAGE SECURES ANY INTEREST THAT IS DEFERRED, ACCRUED, OR CAPITALIZED.

THIS MORTGAGE IS A CONSTRUCTION MORTGAGE AS DEFINED BY THE SOUTH CAROLINA UNIFORM COMMERCIAL CODE SECTION 36-9-334(H) AND SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE REAL PROPERTY DESCRIBED HEREIN.

THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND CONSTITUTES A FIXTURE FINANCING STATEMENT. BORROWER IS THE RECORD OWNER OF THE FOREGOING REAL PROPERTY.

THIS MORTGAGE AND SECURITY AGREEMENT is made this 26th day of July, 2024 by 521 PROFESSIONAL SERVICES LLC, a North Carolina limited liability company, whose address is 6013 Tea Olive Road, Waxhaw, North Carolina 28173 (hereinafter referred to as "Borrower") and given to AMERIS BANK (hereinafter referred to as "Lender"), whose address is 301 North Main Street, Suite 300, Greenville, South Carolina 29601.

WITNESSETH:

THAT WHEREAS, Borrower is indebted to Lender in the maximum principal sum of \$5,646,401.00, which indebtedness is evidenced by the promissory note made by Borrower dated of even date (the "Note"), said principal (plus interest thereon) being payable as provided for in said Note; the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Borrower, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure: (i) in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976), all future advances and re-advances that may subsequently be made to Borrower by Lender evidenced by the aforesaid Note, or by other promissory notes, and all modifications, renewals and extensions thereof; and (ii) all other indebtedness of Borrower to Lender, including obligations arising pursuant to any Hedge Agreement (as defined herein), now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Lender including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant,

03775-001/00527779

January 2021 Version

bargain, sell and release unto the Lender, its successors and assigns, the following described property (collectively hereinafter referred to as the "Property" or "Land"):

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH:

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

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

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

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

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

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

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

(g) all the Tangible Personalty which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the Tangible Personalty and the Intangible Personalty, this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Borrower. In that regard, the Borrower grants to the Lender a security interest in the Tangible Personalty, the Intangible Personalty and the Rents and Profits, and grants to Lender all of the rights and remedies of a secured party under the South Carolina Uniform Commercial Code.

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

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

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Borrower and Lender, that if Borrower pays or causes to be paid to Lender the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Borrower shall be entitled to hold and enjoy the Property until a Default has occurred.

BORROWER further covenants and agrees with Lender as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Borrower absolutely and unconditionally assigns to Lender all Rents and Profits arising from the Property; provided however, that so long as no Default has occurred and is continuing, Borrower shall be entitled, as trustee for the use and benefit of the Lender, to collect and retain all such Rents and Profits as they become

due and payable (but in no event for more than two (2) months in advance); provided, however, that if the Rents and Profits exceed the payments due under the Note, Borrower may use such excess, first, for the operation and benefit of the Property and, second, for the general benefit of Borrower. Upon the occurrence of a Default, Lender may, at its option, remove the Borrower as trustee for the collection of the Rents and Profits and appoint any other person including, but not limited to, itself as a substitute trustee to collect, receive, accept and use all such Rents and Profits in payment of the obligations secured by this Mortgage, in such order as Lender shall elect in its sole and absolute discretion, whether or not Lender takes possession of the Property. Upon a Default, Borrower hereby directs each of the respective tenants under all leases of any part of the Property now and hereafter existing (the "Leases"), and any rental agent, to pay to Lender all such Rents and Profits, as may now be due or shall hereafter become due, upon demand for payment thereof by Lender without any obligation on the part of any such tenant or rental agent to determine whether or not a Default has in fact occurred. Upon a Default, the permission hereby given to Borrower to collect, receive and accept such Rents and Profits as trustee shall terminate and such permission shall not be reinstated upon a cure of the Default without Lender's specific written consent. Further, upon a Default, Borrower shall immediately turn over to Lender all Rents and Profits in the actual or constructive possession of Borrower, its affiliates, contractors, or its agents, together with an accounting thereof. Exercise of Lender's rights under this Section, and the application of any such Rents and Profits to the obligations secured by this Mortgage, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto, but shall be cumulative and in addition to all other rights and remedies of Lender. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

2. Property Use and Lease Restrictions. Borrower shall not lease any portion of the Property to, or permit the use of any portion of the Property by, any business or entity (including, without limitation, Borrower) engaged in any activity on or at the Property that violates any applicable federal, state or local law, even if such activity is legal under other applicable federal law or under other state or local law applicable where the business is or will be located. If any portion of the Property is used for any activity in violation of the foregoing or leased to any business or entity in violation of the foregoing, then it shall be an event of default under this Mortgage if such use or lease was with the consent of Borrower, or, if such use or lease was not with the consent of Borrower, it shall constitute an event of default under this Mortgage if Borrower does not diligently pursue the discontinuance of such use or termination of such lease.

3. Maintenance. Borrower will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Borrower will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Borrower will not remove or demolish any improvement or fixture which is now or hereafter part of the Property, other than in the ordinary course of business, without the express written consent of Lender which consent shall not be unreasonably withheld, conditioned or delayed. Lender shall be entitled to specific performance of the provisions of this paragraph.

4. Insurance. Borrower will keep, or shall cause to be kept, all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Lender may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood. Such insurance will be payable to Lender as the interest of Lender may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Lender and will not be cancelable by either the insurer or the insured without at least thirty (30) days prior written notice to Lender. Borrower hereby assigns to Lender the right to collect and receive any indemnity payment otherwise owed to Borrower upon any policy of insurance insuring any portion of the Property, regardless of whether Lender is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Lender from any such policy of insurance may, at the option of Lender, (i) be applied by Lender to payment

of any sum secured by this Mortgage in such order as Lender may determine, or, (ii) be applied in a manner determined by Lender to the replacement, repair or restoration to the portion to the Property damaged or destroyed, or, (iii) be released to Borrower upon such conditions as Lender may determine, or, (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration to any portion of the Property or which is released to Borrower shall be deemed a payment against any sums secured by this Mortgage. Borrower will keep the Property continuously insured as herein required and will deliver to Lender the original of each policy of insurance required hereby. Borrower will pay each premium coming due on any such policy of insurance and will deliver to Lender proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Borrower will furnish to Lender at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Borrower fails to insure the Property as herein required, Lender may, after giving (10) days written notice to Borrower, so insure the Property in the name of Borrower or in the name of Lender or both, and the premiums for any such insurance obtained by Lender shall be the obligation of Borrower. Upon foreclosure of this Mortgage, all right, title and interest of Borrower in and to any policy of insurance upon the Property which is in the custody of Lender, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Borrower hereby appoints Lender as the attorney in fact of Borrower to assign all right, title and interest of Borrower in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

5. Hedge Agreements. This Mortgage shall also secure all amounts becoming due and payable by Borrower under or with respect to any Hedge Agreement. As used herein "Hedge Agreement" shall mean an agreement (including terms and conditions incorporated by reference therein and all schedules thereto and confirmations thereof) in any notional principal amount (which notional amount may reduce periodically under the agreement) from time to time and at any time executed and delivered by the Borrower and the Lender, or its affiliate: (a) which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign exchange transaction, cross-currency rate swap, currency option, any combination thereof, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging the Borrower's exposures to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by the Lender in connection with any other agreement or transaction between the Borrower and the Lender, or its affiliate, and (b) a master agreement for any of the foregoing agreements referenced in (a) together with all supplements.

6. Taxes and Assessments. Borrower will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and, if requested by Lender, will deliver to Lender proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Borrower shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collector of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Borrower deposits with the authority to which such tax, assessment or charge is payable or with Lender appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

7. Environmental Site Assessment. The Borrower shall pay when due the reasonable cost of providing to Lender, at Lender's request from time to time, a then-current environmental site assessment, audit, or survey ("Assessment") of the Property, which Assessment shall be prepared by an environmental auditor acceptable to Lender in Lender's sole discretion; provided, however, that Lender shall not make such request unless Lender is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Lender to obtain any such Assessment. Notwithstanding anything herein to the

contrary, Lender may require an Assessment upon each renewal, extension or modification of the Note or upon the occurrence of any Default under the Note or upon the commencement of any foreclosure proceedings against or acceptance of any deed in lieu of foreclosure on the Property. If Borrower fails to pay the cost of any Assessment or the cost of any mandatory remediation to the Property to correct deficiencies highlighted in the Assessment, when due, Lender may pay such cost on Borrower's behalf and the same shall constitute principal under the Note and be secured by the Property, and shall be due and payable on demand. Borrower's failure to pay such amount (with all accrued interest) in full within thirty (30) days of the date of such demand shall constitute an event of Default entitling the Lender to accelerate the maturity of the Note.

8. Appraisal. Borrower shall pay when due the reasonable cost of providing to Lender, at its request from time to time, a then-current appraisal of the market value of the Property prepared by an appraiser or by another appraiser acceptable to Lender in its discretion; provided, however, that Lender shall not make such request unless Lender is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Lender to obtain any such appraisal. Notwithstanding anything herein to the contrary, Lender may require an appraisal upon each renewal, extension or modification of the Note or upon the occurrence of any Default under the Note or upon the commencement of any foreclosure proceedings against or acceptance of any deed in lieu of foreclosure on the Property. If Borrower fails to pay such cost when due, Lender may pay such cost on Borrower's behalf and the same shall constitute principal under the Note, shall bear interest at the applicable rate provided in the Note, and shall be due and payable on demand. Borrower's failure to pay such amount (with all accrued interest) in full within thirty (30) days of the date of such demand shall constitute an event of Default entitling the Lender to accelerate the maturity of the Note.

9. Expenditures by Lender. If Borrower fails to make payment for restoration or repair to the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage. Lender may, but shall not be obligated to, pay for the same, and pursuant to Section 29-3-40, South Carolina Code of Laws (1976) any such payment by Lender will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate. Payments made for taxes by Lender shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Borrower shall pay to Lender in cash on demand an amount equal to any payment made by Lender pursuant to this paragraph plus interest thereon as herein provided.

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

11. Condemnation. Lender shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power or eminent domain of any portion of the Property. Borrower hereby assigns to Lender the right to collect and receive any payment or award to which Borrower would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Lender may, at the option of Lender, (i) be applied by Lender to payment to any sums secured by this Mortgage in such order as Lender may determine, or, (ii) be applied in a manner determined by Lender to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or, (iii) be released to Borrower upon such conditions as Lender may determine, or, (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration to any portion of the Property or which is released to Borrower shall be deemed a payment against any sums secured by this Mortgage.

12. Transfer. Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, or of Borrower (each event being deemed a "Transfer"), other than in accordance with the Loan Agreement, without the prior written consent of Lender. At the option of the Lender, in the event of Transfer the indebtedness secured by this Mortgage shall become due and payable.

13. Default. A "Default" shall be the occurrence or existence of any of the events listed in the Note, the Loan Agreement, this Mortgage, or any other document evidencing or securing the Loan, if any, including any grace and/or cure periods provided for therein.

14. Remedies. In addition to the remedies set forth in the Note or the Loan Agreement, upon the occurrence of a Default, Lender may, without notice to Borrower, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. If default shall be made in the payment of any amount due under the Note, the Mortgage or any other instrument securing the Note, then, upon Lender's demand Borrower will pay to Lender the whole amount due and payable under the Note and all other sums secured hereby; and if Borrower shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses and disbursements of Lender's agents and attorneys incurred in connection with such suit and any appeal in connection therewith. Lender shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this Mortgage and the right of Lender to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof. At the foreclosure sale Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. In case of a foreclosure sale of all or any part of the Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Lender shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Lender independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised. Without in any way limiting the generality of the foregoing, Lender shall also have the following specific rights and remedies:

(a) To make any repairs to the Property which Lender deems necessary or desirable for the purposes of sale.

(b) To exercise any and all rights of set-off which Lender may have against any account, fund, or property of any kind, tangible or intangible, belonging to Borrower which shall be in Lender's possession or under its control.

(c) To cure such defaults, with the result that all costs and expenses incurred or paid by Lender in effecting such cure shall be additional charges on the Note which bear interest at the interest rate of the Note and are payable upon demand.

(d) If the Note is secured by a lien on any real property, to foreclose on such real property and to pursue any and all remedies available to Lender at law or in equity, and in any order Lender may desire, in Lender's sole discretion.

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

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

17. Waiver by Lender. Lender may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Lender of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

18. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid by U.S. Mail, certified mail, return receipt



requested to the party to whom directed to the address stated above or to the latest address of such party known to the party sending the same. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

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

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

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

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

23. Security Agreement; Financing Statement. This Mortgage constitutes a security agreement within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of South Carolina and as amended from time to time. The addresses for the Borrower as debtor and the Lender as secured party are set forth in the introductory paragraph to this Mortgage. Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and pursuant to Section 36-9-502(c), South Carolina Code of Laws (1976) it is intended that, as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the County in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Lender, as secured party, or the Borrower, as debtor, at the address first shown above.

24. Miscellaneous.

(a) It is understood and agreed that all indebtedness of Borrower to Lender at any time hereafter existing resulting from advances and re-advances heretofore, now or hereafter made by Lender to Borrower, regardless of whether such advances and re-advances are made at the option of the Lender, or

otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth, plus interest thereon, court costs and attorney's fees until all of said indebtedness has been satisfied in full.

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

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

(d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

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

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

(Remainder of this page left blank)

Waiver by Borrower. Borrower understands that upon default hereunder, among other remedies set out herein and in the Note, the Lender may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (1976). The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE BORROWER 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.

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

Witnesses:  
  
Witness #1  
  
Witness #2

BORROWER:  
  
521 PROFESSIONAL SERVICES LLC,  
a North Carolina limited liability company  
  
By: Raman Seth (SEAL)  
Name: Raman Seth  
Title: Manager

STATE OF North Carolina  
COUNTY OF Mecklenburg

ACKNOWLEDGEMENT

I, Jessica P. Bentley, do hereby certify that Raman Seth, Manager of 521 PROFESSIONAL SERVICES LLC, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 20 day of July, 2024.



Jessica P. Bentley  
Notary Public for North Carolina  
My Commission expires: 3/21/2026

## **Exhibit "A"**

### Legal Description

Lying and being situate in Lancaster County, South Carolina, and being more particularly described as follows:

All that certain piece parcel or lot of land with the improvements thereon, situate, lying and being in the County of Lancaster, State of South Carolina, being more particularly shown and designated as Lot 1, containing approximately 2.898 acres on a plat entitled "Lot Line Adjustment Plat, Land of 521 Land Partners, LLC 8458 Charlotte Highway" by The ISAACS Group dated August 11, 2022, and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2022 at Page 385. Reference is made to said plat for a more complete and accurate description.

**Derivation: Being the same property conveyed to 521 Professional Services LLC by Deed from 521 Land Partners, LLC dated October 13, 2022, and recorded October 18, 2022, in Book 1598, Page 211 of the Lancaster County Public Records.**