

Susan Kessler
Colleton County Register Of Deeds

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Office of the Colleton County Register Of Deeds



2026002838	
MORTGAGE	
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
05/26/2026 01:06:52 PM	
SUSAN KESSLER	
REGISTER OF DEEDS	
COLLETON COUNTY, SC	
BK: RB 3578	
PG: 108-116	

SUSAN KESSLER
REGISTER OF DEEDS COLLETON COUNTY SOUTH CAROLINA

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TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behalf of the Mortgagee, its successors and assigns, forever.

This instrument is made and intended to secure the payment of the indebtedness of Mortgagor to Mortgagee evidenced by the Note in accordance with the terms thereof, together with any amounts advanced by Mortgagee for Mortgagor's account for payment of taxes, assessments and insurance (hereinafter referred to as the "Secured Indebtedness.")

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. **Warranty of Title.** Mortgagor is lawfully seized of the premises; that it has full power and lawful right to convey the premises as stated above to Mortgagee; that Mortgagor fully warrants the title to the premises in Mortgagee and will defend the premises against the lawful claims of all persons whomsoever.
2. **Payments.** Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this Mortgage promptly on the days they become due and Mortgagor will promptly perform and comply with each and every other covenant and agreement in the Note and this Mortgage.
3. **Claims against Title.** Mortgagor shall pay, when due and payable, all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; Mortgagor shall promptly deliver to Mortgagee receipts showing payment in full of all of the above items. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, this State or any political subdivision thereof, wherein the Premises are situated, providing for any tax, assessment or charge against the interest of the Mortgagee in the Premises or the obligations secured hereby, which is to be paid by Mortgagee, shall be the obligation of the Mortgagor and shall become immediately due and payable and, in the event payment thereof is not made forthwith by the Mortgagor, Mortgagee may take, or cause to be taken, such action as is provided for herein in the case of any other default in the payment of the indebtedness.
4. **Property Condition, Alterations And Inspection.** Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises nor abandon same, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Mortgage. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property now or hereafter conveyed as security by or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of the Mortgagee. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
5. **Events of Default; Remedies upon Default.** Upon the occurrence of any one of the following events (herein called an "event of default"):
 - (i) Should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable;
 - (ii) Should any warranty of Mortgagor herein contained prove untrue or misleading in any material aspect;
 - (iii) Should Mortgagor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or of any of Mortgagor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor be adjudicated a bankrupt or insolvent, or should Mortgagor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire; or
 - (iv) Should Mortgagor fail to keep, observe, perform, carry out, execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note, or in any instrument given with respect to the Secured Indebtedness; then and thereupon Mortgagee, after thirty (30) days notice to Mortgagor and right to cure, may do any one or more of the following:

- (i) Pay any sums in any form or manner deemed expedient by Mortgagee, including a reasonable attorney's fee, to protect the security of this instrument or to cure any event of default other than payment of this interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer to the party claiming payment without inquiry into the accuracy or validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;
 - (ii) Declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Mortgagor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible and thereupon, Mortgagee may institute foreclosure proceedings under the appropriate law. It is agreed that if any legal proceedings are instituted for the foreclosure of this Mortgage, or if the Mortgagee should become a party to any suit involving this Mortgage or the title to the Premises, all costs and expenses incurred by the Mortgagee, including a reasonable fee for Mortgagee's attorney, shall thereupon become due and payable immediately, as a part of the debt secured hereby and may be secured and recovered hereunder.
6. **Authority To Perform.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument. Mortgagee may, without notice, perform or cause them to be performed. Mortgagor appoints Mortgagee as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Mortgagee's right to perform for Mortgagor shall not create an obligation to perform, and Mortgagee's failure to perform will not preclude Mortgagee from exercising any of Mortgagee's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Mortgagee may take all steps necessary to protect Mortgagee's security interest in the Property, including completion of the construction. Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the sums become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.
7. **Remedies Cumulative.** The rights of Mortgagee, granted and arising under the clauses and covenants contained in this Mortgage and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election or remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.
8. **Notices.** Every provision for notice and demand or request shall be deemed fulfilled by written notice or demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs, successors or assigns, at his, their or its address last known to Mortgagee or (b) addressed to the street address of the Premises hereby conveyed.
9. **Strict Compliance.** Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Mortgagor.
10. **Severability.** If any part of any provision of this Mortgage or any other agreement, document, or writing given pursuant to or in connection with this Mortgage shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of said instrument.

11. **Definitions.** The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of these sentences shall conform thereto.
12. **Quiet Enjoyment.** It is agreed that the Mortgagor shall hold and enjoy the Premises above conveyed until there is a default under this Mortgage or in the Note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this Mortgage, and of the Note secured hereby, including notes evidencing advances made subsequent to the signing of these presents, and shall well and truly paid to the Mortgagee all monies owed to Mortgagee, including any advances made subsequent to the signing of these presents, then this Mortgage shall be utterly null and void, otherwise to remain in full force and virtue.
13. **Assignment of Leases and Rents.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Mortgagee as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Mortgagee with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Mortgage. Mortgagor agrees that Mortgagee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Mortgagee, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Mortgagee. On receiving notice of default, Mortgagor will endorse and deliver to Mortgagee any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Mortgagee and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. The foregoing rights may be exercised by the Mortgagee as a matter of right, without consideration of the value of the Premises conveyed as security for the amount due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.

14. **Condemnation.** Mortgagor will give Mortgagee prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Mortgagee to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Mortgagee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
15. **Entire Agreement.** This Mortgage, together with the various written instruments heretofore incorporated herein by reference, represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this Mortgage shall apply to and bind the respective distributees, legal representatives, successors and assigns of the parties hereto.
16. **Due on Sale or Encumbrance.** Any sale, conveyance, transfer, lien or other disposition of the real estate herein described or any part thereof shall constitute a default and render the entire indebtedness secured hereby immediately due and payable in full and, if it is not paid in full, Mortgagee shall have the right to exercise all the rights and remedies in this Mortgage or by law reserved to Mortgagee in the event of default by any sale, conveyance, transfer or other disposition of the premises under this Mortgage. Mortgagor agrees that this provision is a material part of the contract by which mortgagee has sold the premises to borrower and that this provision applies whether or not the security is impaired by the sale, conveyance, transfer or other disposition. Notwithstanding any law regarding impairment of security prior to acceleration or assumption, the parties specifically contract that this mortgage shall become due in full on the conditions specified above without regard to impairment.

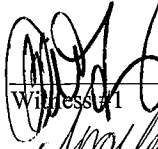
17. **Environmental Laws And Hazardous Substances.** As used in this section (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which as characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.


Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Mortgagee, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Mortgagee, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Mortgagee if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Mortgagee in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
18. **Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs.** Except when prohibited by law, Mortgagor agrees to pay all of Mortgagee's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Mortgagee for insuring, inspecting, preserving or otherwise protecting the Property and Mortgagee's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Mortgagee in collecting, enforcing or protecting Mortgagee's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees of not more than 15% of the unpaid debt when it is referred for collection to an attorney who is not a salaried employee of the mortgagee, court costs, and other legal expenses allowed by law. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
19. **Governing Law.** This Mortgage shall be governed by the law of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
20. **Purchase Money Mortgage.** When the proceeds of the loan, either in whole or in part, evidenced by said note, shall be used in acquiring title for the Borrower to the real estate described herein, to the extent said proceeds are so used, this instrument shall in effect be a purchase money mortgage.
21. **Satisfaction.** This Mortgage shall become null and void upon payment, in full, of all sums secured by this Mortgage. Mortgagee shall release this mortgage without charge to Mortgagor and Mortgagor shall pay all costs of recordation, if any.
22. **Waiver.** Mortgagor hereby waives all right of homestead exemption in the property.

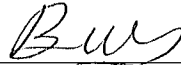
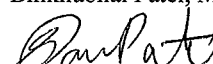
Signed, sealed and delivered in the presence of.

SHRI SAI V, LLC
a South Carolina limited liability company



Witness #1


Witness #2/Notary Public

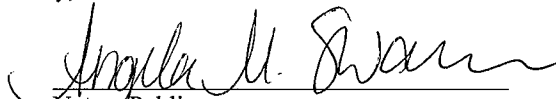
By:  (L.S.)
Bhikhubhai Patel, Member
By:  (L.S.)
Savan Patel, Member

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

ACKNOWLEDGEMENT

I, a Notary Public for Georgia, do hereby certify that **Bhikhubhai Patel and Savan Patel** personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of **Shri Sai V, LLC**.

Witness my hand and official seal this the 21st day of May, 2026.



Notary Public

My Commission Expires: 9/4/2029

First Bank of Coastal Georgia NMLS ID: #675592
Shannon E. Stanley - Loan Originator NMLO: #1101197

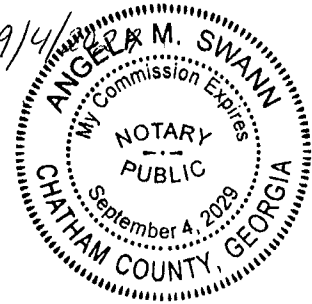


EXHIBIT "A"

Borrower(s): Shri Sai V, LLC

Lender: First Bank of Coastal Georgia

Date of Mortgage: May 21, 2026

All that piece, parcel or tract of land situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, at the intersection of South Carolina Highway 63 and the interchange of Interstate Highway 95, containing three (3) acres, more or less, being more particularly described on a plat of C. Lawton Maner, S.C.R.L.S. \$8370, dated July 3-4, 1984, and entitled "Plat Prepared for William M. Mixon", said plat being recorded in the Office of the Clerk of Court for Colleton County, in Plat Book 23, at Page 79, plat revised September 29, 1997, by W. Gene Whetsell, RLD, 3131, titled M & G Motel, Inc. and recorded September 30, 1997 in Plat Book 32, at Page 255, said plats being incorporated herein as a part of this description, and being bounded now or formerly, and measuring, more or less, according to said plat as follows; On the North by a one-foot strip pf land owned by Truck South, Inc., said strip and land separating subject property from other properties of C & S National Bank of South Carolina, and measuring thereon Three hundred Sixty-two and Twenty-nine hundredths (362.29) feet; on the East by a tract of land Twenty (20) feet by Thirty (30) feet owned by Trust South, Inc., and measuring thereon Nineteen (19) feet; on the North by the same tract of land Twenty (20) feet by Thirty (30) feet owned by Trust South, Inc., and measuring thereon Thirty (30) feet; on the Southeast by South Carolina Highway S-15-193, and measuring thereon Seven hundred and Six-hundredths (700.06) feet; on the West by property of Truck South, Inc., measuring Two hundred twenty-eight and Forty-eight hundredths (228.48) feet; on the Northwest by land of Truckstop Interprises and measuring thereon Two hundred Thirty-nine and Sixty- three hundredths (239.63) feet.

This being the same property conveyed by Shanaya, LLC to Shri Sai V, LLC by deed dated September 21, 2017, and recorded in the Office of the Register of Deeds for Colleton County, SC in Deed Book 2573, Page 136 on September 21, 2017.

TMS: 178-00-00-176