

(8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(9) Notwithstanding anything herein contained to the contrary, it is agreed and understood by and between the parties hereto that the Mortgagor herein has executed and delivered this mortgage to secure an obligation of Theodore C. Theodorou, Steve Small and Charcoal Steak House, Inc. as set forth above, and that The Peoples National Bank of Greenville, South Carolina as Trustee under the Will of W. J. Sullivan does not owe any obligation or have any liability whatsoever with respect to the payment of any amounts provided for under the terms of the note which this mortgage secures. In consideration of the execution and delivery of this mortgage, the Mortgagee hereby agrees to give written notice to the Mortgagor herein of any default existing more than thirty (30) days in the payment of the obligations due under this mortgage and the note which it secures. Until written notice to the contrary is received by the Mortgagee, the notice required hereunder shall be deemed given if deposited in the United States Post Office, postage prepaid, addressed as follows:

The Peoples National Bank of Greenville, South Carolina
as Trustee under the Will of W. J. Sullivan
P. O. Box 608
Greenville, South Carolina.

WITNESS the Mortgagor's hand and seal this 9th

4

day of November, 1971.

In the Presence of:

Laurie T. Moore
Robert F. Connell

THE PEOPLES NATIONAL BANK
OF
GREENVILLE, SOUTH CAROLINA,
AS TRUSTEE UNDER THE WILL OF
W. J. SULLIVAN

BY: William B. Bidgers (SEAL)
Senior Trust Officer

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

Laurie T. Moore

9th day of November, 1971.

William B. Bidgers (SEAL)
Notary Public for South Carolina

My Commission Expires: 8/19/79
Recorded November 16, 1971 at 9:46 A. M., #13913