

money bearing interest from date of expenditure at the highest lawful rate per annum now permitted by written contract under the laws of the state, territory or jurisdiction applicable to and controlling the collection and/or enforcement of the Note secured hereby; provided that if under the laws of such state, territory or jurisdiction there is no highest or maximum lawful rate specified for or applicable to the indebtedness evidenced by the said Note, then the interest payable shall be at the rate which is two per centum per annum higher than the contracted interest rate specified in the said Note. In the event of foreclosure or other acquisition of the premises, or any part thereof, by the mortgagee, its successors or assigns, any existing franchise or license shall become the absolute property of the mortgagee, its successors or assigns.

31. As additional security for the Note, mortgagor hereby assigns its interest as lessees in that certain lease dated April 19, 1971, between C. Dan Joyner, as lessor, and Robert L. Watkins, Jr. and Tamara A. Watkins, as lessees (which interest Robert L. Watkins, Jr. and Tamara A. Watkins assigned to mortgagor by instrument dated March 23, 1973), covering property bounded by Houston Street, Rose Avenue and Church Street in Greenville, South Carolina, which property shall be used as a parking lot for the property conveyed by this mortgage. Mortgagee covenants and agrees that it will comply with all provisions of the lease. In the mortgagor's failure to do so mortgagee may, at its option, (a) declare the note secured by this mortgage immediately due and payable in full, or (b) undertake to comply with any lease provision(s) not being complied with by mortgagor, in which event any expenses incurred by mortgagee in undertaking to comply with such provisions shall be secured by this mortgage and shall be immediately due and payable.

32. Mortgagor covenants and agrees that it will not, without mortgagee's prior written consent, transfer its interest or title to the mortgaged property or any part thereof. Any such transfer without mortgagee's prior written consent shall be deemed a default hereunder. Mortgagee's consent shall not be unreasonably withheld.

33. The said mortgagor does hereby bind themselves and their heirs, successors and assigns to procure to execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the mortgagee from and against the mortgagor and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor the day and year first above written.

In the Presence of:

C. L. C. R. A.  
James C. Belcher

FINANCIAL PLANNING ASSOCIATES, INC.

BY: N. A. [Signature]  
Executive Vice President and  
Treasurer