

PRIMED, and that it is specifically understood and agreed that the lien of the within mortgage is SUPERIOR TO and SUBJECT TO the lien on the mortgaged property of The Equitable Life Assurance Society of the United States as the same is set forth and will appear in that certain Consolidation, Coordination and Spreader Agreement and Mortgage of Real Estate dated March 10, 1972 between LRV, a Partnership, The Equitable Life Assurance Society of the United States, and The Equitable Life Mortgage and Realty Investors, a Massachusetts Business Trust, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1229, page 63.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members, hereditaments and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Mortgagee, NORTHWESTERN FINANCIAL INVESTORS, a South Carolina Business Trust, its heirs, successors and assigns, in fee simple, except as otherwise expressly stated herein; and Mortgagor will warrant and forever defend said right and title to the above described property unto the said Mortgagee, NORTHWESTERN FINANCIAL INVESTORS, a South Carolina Business Trust, its heirs, successors and assigns, against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors and assigns forever. And we do hereby bind our successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against our successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

And the said Mortgagor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid:

1. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in said Secured Promissory Note and this Mortgage.

2. To permit, commit or suffer no waste and to maintain the property at all times in a state of good repair and condition;