

SCHEDULE A

MORTGAGE OF REAL ESTATE

RALPH LEE TO THE SOUTH CAROLINA NATIONAL BANK

It is hereby covenanted and agreed by and between the Mortgagor and the Mortgagee that all fixtures, machinery or equipment of every kind and nature now upon or hereafter placed upon the premises or in any building or other structure upon or hereafter placed upon said premises, including, but not limited to, all heating, air conditioning and other equipment of a similar nature upon said premises, building or other structure by nails, screws, bolts, pipe connections, masonry or in any other manner, are and shall be deemed to be fixtures, and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, assigns, successors, executors and administrators, and all persons claiming by, through or under them, shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

It is agreed that none of the property hereinabove described will be conveyed or transferred while this mortgage is in effect, unless the Mortgagee shall have given its consent in writing thereto. If any such conveyance or transfer is made without such prior written consent, the balance of the note then unpaid, with interest, and any other obligations hereby secured, shall, at the option of the Mortgagee, become immediately due and payable.

The Mortgagor, in order to more fully protect the security of this mortgage, agrees, if requested to do so by the Mortgagee, that in addition to the payments of principal and interest under the terms of the note hereby secured, he will pay to the Mortgagee on each date on which monthly payments are due under the terms of the aforesaid note, a sum equal to one-twelfth of the known or estimated (by the Mortgagee) yearly taxes, assessments and insurance premiums on or against the mortgaged premises. The Mortgagee shall hold such payments in trust, without obligation to pay interest thereon, and shall apply the same to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for such future needs; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then the Mortgagor shall, upon demand, pay to the Mortgagee the amount necessary to cover the deficiency. When the Mortgagor shall have paid all of the indebtedness secured by this mortgage, the Mortgagee will refund to the Mortgagor any excess funds accumulated hereunder. In the event of default in the payment of any of the indebtedness secured by this mortgage, the Mortgagee may, at any time thereafter, apply any balance then remaining of the funds accumulated for the aforesaid purposes to the payment of such indebtedness.

The terms and conditions of that certain Commitment issued by Integon Life Insurance Corporation to Ralph Lee, dated March 25th, 1974, for the permanent loan which this mortgage secures, the terms and conditions of that certain loan Commitment issued by The South Carolina National Bank, dated August 6th, 1974, to Ralph Lee for construction financing, which this mortgage also secures, are incorporated herein by reference and made a part hereof as though fully set forth herein, and the failure of the Mortgagor herein to comply with any of the terms and conditions contained in either of said Commitments shall be deemed to be a default in this mortgage and the note which this mortgage secures, entitling any owner and holder hereof to declare immediately due and payable all principal and interest then due hereunder.

The terms and conditions contained in that certain Building Loan Agreement, of even date herewith, by and between Ralph Lee, as Borrower, and The South Carolina National Bank, is incorporated herein by reference and made a part hereof as though fully set forth. A default in the terms and conditions of said Building Loan Agreement by Ralph Lee, as the Borrower, shall constitute and be deemed a default in the terms and conditions of this mortgage and the note which the same secures, which shall entitle any owner and holder hereof, at its option, to declare immediately due and payable all principal and interest then due hereunder.

At all times during the terms of this mortgage, the Mortgagor shall maintain on the above described property parking spaces adequate in size and arrangement for at least 65 automobiles, together with adequate traffic lanes for ingress and egress thereto. Any