

and to apply the same, after payment of all necessary charges and expenses, on account of the Obligations hereby secured; and the said rents and profits are hereby assigned to the Lender as additional security for the payment of such Obligations. The Borrower for himself and any subsequent owner of the said premises, hereby agrees to pay the Lender in advance a reasonable rent for any portion of the mortgaged property occupied by him, and in default of so doing hereby agrees that he may be dispossessed by the usual legal proceedings and further agrees that any tenant defaulting in the payment to the Lender of any rent may be likewise dispossessed. This remedy shall become effective and may be enforced either without or with any action brought to foreclose this Mortgage and without applying at any time for a receiver of such rents or of the mortgaged premises.

12. It is agreed that the Borrower shall hold and enjoy the premises above conveyed until there is a default under this Mortgage or in the Note or in the terms and conditions any other Obligation secured hereby. It is the true meaning of this instrument that if the Borrower shall fully perform all the terms, conditions, and covenants of this Mortgage, of the Note secured hereby, and of any other Obligation secured hereby, this Mortgage shall be utterly null and void; otherwise to remain in full force and effect. If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note or any other Obligations or indebtedness secured hereby, then, at the option of the Lender, all sums then owing by the Borrower to the Lender shall become immediately due and payable and in addition to all other rights and remedies allowed by law to the Lender, this Mortgage may be foreclosed and the property secured by this Mortgage sold by judicial proceedings. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Lender become a party to any suit involving this Mortgage or the title to the premises described herein, or should any of the Obligations secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Lender, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Lender as a part of the debt secured hereby, and may be recovered and collected hereunder.

13. The within mortgage is junior and subordinate in lien to the liens of those certain mortgages heretofore executed by the mortgagor, Robert H. Yeargin, in favor of Liberty Life Insurance Company, dated August 19, 1966 in the original principal sum of Eighty-five Thousand (\$85,000.00) Dollars, and the South Carolina National Bank, dated October 7, 1970 in the original principal sum of Two Hundred Twenty-five Thousand (\$225,000.00) Dollars, recorded in the R.M.C. Office for Greenville County, South Carolina, in REM Book 1038 at Page 480 and REM Book 1168 at Page 663, respectively. The mortgagors expressly covenant and agree that the mortgagee, at its option at any time during the term hereof, shall have the right to make payment of all sums due under said real estate mortgages and that any sums so advanced by the mortgagee shall be added to the sums due under the within indebtedness and shall be secured by the lien hereof.

14. Yeargin Construction Co., Inc. joins in the execution of the within mortgage for the sole and limited purpose of subordinating and encumbering by the lien hereof its leasehold estate in and to the subject premises created under written lease executed in its favor as Lessee, by Robert H. Yeargin, as Lessor, and that the said Yeargin Construction Co., Inc. shall have no pecuniary or monetary liability under the within mortgage.

The covenants, agreements and conditions 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 number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Borrower this 20 day of December 20, 1974

Signed, sealed and delivered

Robert H. Yeargin (SEAL)
Robert H. Yeargin

in the presence of:

Marsha A. Moore
Robert M. Justice

YEARGIN CONSTRUCTION CO., INC. (SEAL)

Robert H. Yeargin (SEAL)
President

James H. [Signature] (SEAL)
Asst. Sec.

STATE OF SOUTH CAROLINA)

COUNTY OF Greenville)

PROBATE (Individual)

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

Marsha A. Moore

SWORN to before me this the

20th day of December, A.D., 1974

Carol B. Moody (SEAL)

Notary Public for South Carolina
My Commission Expires:

MY COMMISSION EXPIRES FEB. 5, 1978

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