

hereby assigned to the mortgagee or its assigns; and the mortgagee at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable; and the Mortgagors hereby covenant and agree to and with the Mortgagee upon receipt by the Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever;

14. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the Mortgagors will promptly pay any such tax; if the Mortgagors fail to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Mortgagors from making such payment or would penalize the Mortgagee if the Mortgagors make such payment, then the entire balance of the principal sum secured by this mortgage and all interest accrued thereon shall without notice immediately become due and payable at the option of the Mortgagee;

15. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note(s) secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note(s) and debt(s) secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

16. 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 number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

17. This mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

The premises covered by this mortgage are subject to the following prior liens and encumbrances and the lien created hereby shall be inferior to such prior liens and encumbrances:

(a) Easement for ingress and egress to Balfer Drive and Wade Hampton Boulevard granted by Wade Hampton Enterprises to Fidelity Federal Savings and Loan Association, Greenville, S. C., recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 991, at Page 65.

(b) Cross-easement and Parking Agreement by and between Wade Hampton Enterprises and Fairlane/Litchfield Company, Inc., recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 991, at Page 60.

(c) Lien for 1975 Greenville County property taxes.

WITNESS my hand and seal this 17th day of June, 1975.

Signed, sealed, and delivered in the presence of:

Carol M. Lambert
Virginia J. Nalley

FAIRLAND/LITCHFIELD COMPANY, INC.

R. J. Litchfield
President
 Evelyn S. Stewart
Assistant Secretary