

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, ----- its successors ----- or assigns, including a reasonable counsel fee (of not less than ten per cent. of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, successors and assigns its / heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its certain attorneys, successors ----- or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, its successors ----- or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

IN WITNESS WHEREOF, Greenville Plaza Associates, a South Carolina Limited Partnership, has caused these presents to be executed by ROBERT B. RUSSELL, a Partner, this 24th day of September in the year of our Lord one thousand nine hundred and seventy-six and in the one hundred and thousand nine hundred and seventy-six and in the two hundred and first year year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of Robert W. Eberhardt

GREENVILLE PLAZA ASSOCIATES, a South Carolina Limited Partnership, BY: Robert B. Russell, a Partner.

New York STATE OF SOUTH CAROLINA, CHARLESTON New York County

BEFORE ME personally appeared Robert B. Russell Robert W. Eberhardt

and made oath that he saw the within named GREENVILLE PLAZA ASSOCIATES, a South Carolina Limited Partnership, by Robert B. Russell, a Partner, sign, seal, and as its act and deed, deliver the within written Deed; and that he with Robert W. Eberhardt and J. F. Cook witnessed the execution thereof.

Sworn to before me, this 24th day of August A. D. 19 76.

Notary Public for South Carolina (I. S.) MY COMMISSION EXPIRES: NO DOWER NECESSARY

I, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this

day of A. D. 19 (I. S.) Notary Public for South Carolina

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