

mortgage. It is further agreed that that mortgagor, its successors and assigns, shall not pay off the obligation in advance on the first note and mortgage unless the obligation on the second note and mortgage is paid in full at the same time. Furthermore the first note and mortgage shall not be marked satisfied prior to the payment in full of this second note and mortgage. To this end the mortgagee is hereby granted the authority to apply any advance payments that may be tendered toward the payment of the first note and mortgage to the second note and mortgage instead. The mortgagee shall have authority to apply said payments to the second note and mortgage without first notifying the mortgagor, its successors and assigns.

IT IS FURTHER AGREED that to the extent the mortgagee herein pays any funds (whether required to or not) or performs any obligations of the lessee (Fairlane Litchfield Company, Inc. or its successors) under the terms of the above mentioned lease, said funds so paid shall be added to and become a part of the within mortgage debt. Should the Lessee or its successors violate the terms of said Lease Agreement it shall constitute a violation of the within mortgage debt to the same extent of a violation of any other terms and conditions of said note and mortgage. The conditions contained herein and as contained in the first note and mortgage shall apply in full force and effect as to any purchaser of the Lessee's interest of the property described in the within mortgage.

MORTGAGORS FURTHER MORTGAGE all personal property, fixtures, equipment including leasehold equipment located on the within described property. This specifically includes the listed equipment as identified on the UCC Financing Statement form filed in the Greenville County Courthouse on August 19, 1976 at 11:01 A. M. in Financing Statement Book 76-08108. Furthermore mortgagor assigns to First Federal as additional security for the within debt (and the debt covered by the first mortgage) the lease with FRBC Leasing Corporation referred to in said Financing Statement with the understanding that the mortgagee may (but shall not be required) assume mortgagor's interest in said leased equipment or have any other rights relating thereto. This Security Agreement specifically includes all replacements or additional personal property that may subsequently be placed on the premises.

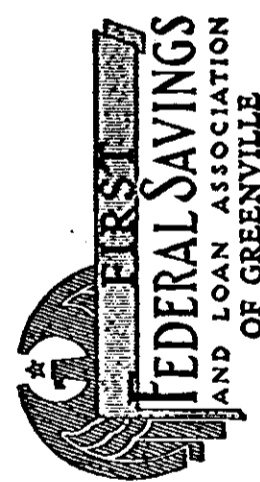
IT IS FURTHER AGREED that the Assignment of Lease by Lessee (the mortgagor herein) in favor of the mortgagee herein dated June 25, 1976 and recorded June 30, 1976 in the RMC Office for Greenville County in Deed Book 1038 at Page 879 securing the first mortgage being referred to above shall also be applicable to the within indebtedness to the same extent that the mortgagors executed an additional Assignment of Lease. Said Assignment of Lease heretofore executed is ratified and mortgagors herein bind itself to the terms and conditions contained in said assignment.

Bozeman and Grayson, Attorneys

APR 18 1977
 STATE OF SOUTH CAROLINA
 GREENVILLE COUNTY

Fairlane-Litchfield Company, Inc.
 a South Carolina corporation,
 same as Fairlane-Litchfield Co.
 Inc.

TO



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

MORTGAGE OF REAL ESTATE

Filed this 18th day of April, A. D., 1977
 and Recorded in Vol. 1394 Page 876
 Fee, \$ Paid at 2:25 PM

Register of Mesne Conveyance for Greenville County, S. C.
 \$ 110,500.00
 Lot also signed & loaned

This being the same property granted to Alex Kiriakides, Jr. and John Kiriakides by Atlas Vending Company by deed recorded in R.M.C. Office for Greenville, County, S. C. in Deed Book 845 page 183 recorded May 31, 1968.

Recorded April 18, 1977 at 2:25 PM 27888

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