

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a Court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

24. Concurrent Obligation. It is further agreed and understood that the within Mortgage and the documents securing same is a concurrent obligation with that this date executed payable to Fort Hill Federal Savings and Loan Association, Clemson, S. C., and that neither the within obligation nor the obligation to Fort Hill Federal Savings and Loan Association of Clemson, S. C., shall be considered as being superior in any manner in priority or payment to the other.

IN WITNESS WHEREOF, NALLEY COMMERCIAL PROPERTIES, INC. has caused these presents to be executed in its name by its President, George B. Nalley, Jr., and its Secretary, Malcolm E. Fowler, and its corporate seal to be hereto affixed this 9th day of May, 1977, and in the Two Hundred First year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF: NALLEY COMMERCIAL PROPERTIES, INC. (SEAL)
 By: George B. Nalley, Jr.
 George B. Nalley, Jr., President
Malcolm E. Fowler
 Malcolm E. Fowler, Secretary

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Mortgage, and that (s)he with the other witness subscribed above witnessed the execution thereof.
 SWORN to before me this
 9th day of May, 1977.

Notary Public for South Carolina (SEAL)
 My commission expires: 12-9-80

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