

7. It is agreed that the Mortgagor shall hold and enjoy the hereinabove described lease and leasehold interest until there is a default under this mortgage or in the above referred to substitute promissory note or in the performance of the terms and conditions of the above referred to Loan Agreement or in any other document evidencing Mortgagor's indebtedness to Mortgagee. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, of the above referred to substitute promissory note and Loan Agreement and of every other document evidencing Mortgagor's indebtedness to Mortgagee, all of which are secured hereby, then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage or of the above referred to substitute promissory note or of the above referred to Loan Agreement or of any other document evidencing Mortgagor's indebtedness to Mortgagee, any of which is secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt 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 Mortgagee, including a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

8. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective 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 its hand and seal this 18th day of January, 1977.

SIGNED, SEALED and DELIVERED
in the Presence of:

Roger H. Gordon
Edward P. Purni

HUNGRY BULL ASSOCIATES (formerly
BENCHMARK PROPERTIES prior to the change of
its name)

By: HUNGRY BULL MANAGEMENT CORPORATION
its Managing Partner.

By: Morris W. Dever
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me Roger H. Gordon and made oath that he saw the within named HUNGRY BULL ASSOCIATES, (formerly BENCHMARK PROPERTIES prior to the change of its name), by HUNGRY BULL MANAGEMENT CORPORATION, its Managing Partner, by Morris W. Dever, its President, sign, seal and as its act and deed deliver the within written mortgage, and that he with Edward P. Purni witnessed the execution thereof.

SWORN to before me this 18th
day of January, 1977.

Edward P. Purni (SEAL)
Notary Public for South Carolina
My Commission expires: 12/31/80

Roger H. Gordon

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