

would purchase the interest of Lloyd D. Auten and as a part of the consideration of said purchase, Lawrence E. McNair was to secure the release of liability of Lloyd D. Auten from Carolina National Bank. It is acknowledged that this said acquisition by Lawrence E. McNair is for the overall benefit and in furtherance of the corporate good of Properties Unlimited, Inc. Therefore, this mortgage is given to Carolina National Bank of Easley as consideration of the release by the bank of any and all liability of Lloyd D. Auten on the above mentioned note. The said note is hereby reaffirmed by Lawrence E. McNair as President of Wendy's and individually in all other respects and this mortgage shall be paid in accordance with the terms of said note.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee(s) and its (his, their) (successors) Heirs and Assigns forever

And the mortgagor(s) does (do) hereby bind his (their) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its (his, their) (successors) Heirs and Assigns, from and against his, (their) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said mortgagor(s), agree to insure the house and buildings on said land for not less than the value thereof in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee(s), and that in the event he (they) shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor(s) to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee(s) may, at his (their) option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor(s), do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.