

PARCEL "B": BEGINNING at an iron pin, said iron pin located on a private road, S. 63-44 W., 200.15 feet from U. S. 276 (Laurens Road), on a curvature to the right 79.02 feet, said curve having a radius of 50 feet, the long chord of said curve being 65.01 feet, N. 73-32 W., to a point; thence N. 25-43 W., 73.0 feet to a point; thence N. 64-17 E., 60.0 feet to an iron pin; thence S. 19-56 E., 117.26 feet along a common line with Parcel "A" to the beginning.

This is the same property conveyed to Mauldin Associates, a general partnership by deed of Wendy's of South Carolina, Inc. dated January 17, 1978, to be recorded herewith.

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, the hereinabove described property, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, or any title certificate from the closing attorneys.

COVENANTS: Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under Paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.