

mortgagee herein dated March 14, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1075, at Page 391 on March 16, 1978.

It is understood and agreed that this is a second mortgage on the above described property, being junior to the lien of the first mortgage given by the mortgagors to Fidelity Federal Savings and Loan Association in the amount of \$45,000.00, dated March 14, 1978, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1426, at Page 102 on March 16, 1978.

Release of the within second mortgage is subject to compliance by Mortgagors with the provisions of a Substitution of Collateral Agreement dated March 14, 1978, which agreement is specifically made a part of the within mortgage.

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 Laura Jean Capps Jordan, now by marriage Laura Jean Capps Richardson, and assigns forever. And we do hereby bind ourselves and our successors ~~and assigns~~, and administrators, to warrant and forever defend all and singular the said premises unto the said Laura Jean Capps Jordan, now by marriage Laura Jean Capps Richardson, her heirs, ~~and assigns~~, from and against us and our successors ~~and assigns~~ and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagors, their heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of the insurable value Dollars, and assign the policy of insurance to the said or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Laura Jean Capps Richardson, now by marriage Laura Jean Capps Richardson, her heirs or assigns, may cause the same to be insured in her own name, and reimburse herself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagors, their successors ~~and assigns~~, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Creative Investors, A Partnership, and Fuller-Brownell Investment Company, A Partnership, do and shall well and truly pay, or cause to be paid unto the said Laura Jean Capps Richardson now by marriage Laura Jean Capps Richardson, 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 and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

*** Mortgagors specifically agree to make \$5,000.00 worth of capital improvements to the mortgaged premises in the event Mortgagee feels that the collateral for the within mortgage has been impaired.