

observed, and complied with by Haywood under that certain Building Loan Agreement (herein referred to as the Loan Agreement) of even date herewith between Haywood and Mortgagee, and any amendments thereto and modifications thereof, it being understood and agreed by all parties hereto that all capitalized terms used herein, if not defined in this mortgage, have the meanings assigned to them in the Loan Agreement; provided, however, that in the event of any conflict between the meaning of any capitalized word in the Loan Agreement and in this Mortgage, the meaning contained in the Building Loan Agreement shall control; provided, however, that in the event the Note, this Mortgage and the other Loan Documents securing this loan are assigned to and purchased by Connecticut General Life Insurance Company, the Building Loan Agreement will be of no effect as to such purchaser assigned who will not be bounded by or have any obligations thereunder; and

3. The strict performance, observance, and compliance with each agreement of Mortgagor herein contained or incorporated herein by reference; and

4. Also in consideration of the further sum of Three and no/100 Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged;

HAS GRANTED, BARGAINED, SOLD AND RELEASED, AND BY THESE PRESENTS DOES GRANT, BARGAIN, SELL, AND RELEASE unto the Mortgagee, its successors and assigns, all that certain real property (hereinafter collectively referred to as the "Premises") containing in the aggregate Twenty-Six and 19/100 (26.19) acres located near the intersection of Haywood Road and Woods Crossing in Butler Township, Greenville County, South Carolina, more fully described in Exhibit "A", attached hereto, which Exhibit "A", is made a part hereof and incorporated herein as if set forth verbatim.