

42. Conflict with Note.

Should there be a conflict between the terms, covenants or provisions contained herein and under the Note, the terms, covenants and provisions of the Note shall prevail and be controlling.

43. HUD Requirements.

A. Mortgagee, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this mortgage are subordinate and subject to the rights of First Federal Savings and Loan Association of Greenville under that certain mortgage dated December 16, 1970 and recorded December 16, 1970, in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1276 at page 234, and under that certain Uniform Commercial Code Security Agreement dated December 16, 1970, and the rights of the Secretary of Housing and Urban Development under that certain Regulatory Agreement dated December 16, 1970, and incorporated by reference in the above described first mortgage; and in the event of a conflict between any of the terms of this mortgage or the said Security Agreement and the terms of the said first mortgage or the said Regulatory Agreement, the terms of the said first mortgage or the said Regulatory Agreement shall control.

B. Mortgagee, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a Receiver or of the appointment of the mortgagee as mortgagee-in-possession, in any action by the mortgagee, its successors or assigns, to foreclose this mortgage, no rents, revenue or other