

ALSO: ALL that certain piece, parcel or tract of land, together with all the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Pelham Road, containing 11.21 acres and being shown and delineated on a plat entitled "Survey for T. Walter Brashier, Greenville, S. C.", dated November, 1978, revised March 29, 1979, and recorded in the RMC Office for Greenville County in Plat Book 7-U at Page 25, reference being craved to said plat for a more particular metes and bounds description.

Together with all buildings thereon and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and including all franchises, licenses and easements; and together with all heating, lighting, plumbing and air conditioning equipment, all furniture, appliances, office equipment, maintenance equipment, drapes, carpeting, swimming pool apparatus and equipment, shrubbery and all other fixtures and personal property owned by Mortgagor and now located on or used in connection with the premises, and all replacements thereof or articles in substitution therefor, whether or not the same are attached to the buildings on the lands herein described.

All of the above mentioned lands, buildings, improvements, fixtures, equipment, tenements, hereditaments, appurtenances and other property interests are sometimes collectively referred to herein as the "Mortgaged Property".

UNDER AND SUBJECT, nevertheless, to the lien of:

(a) That certain Mortgage dated February 21, 1980, executed in favor of The Equitable Life Assurance Society of the United States in the original principal amount of \$3,400,000.00 recorded in the RMC Office for Greenville County in Mortgage Book 1496 at Page 808.

The mortgage described above is hereinafter referred to as the "Prior Mortgage". The sum of the outstanding principal balance of the Prior Mortgage totals \$3,375,933.20. Mortgagor hereunder in no manner assumes the indebtedness of the Prior Mortgage but acknowledges the superiority of its position and takes the property "subject to" the Prior Mortgage. This Wrap-Around Mortgage shall be subordinate to the Prior Mortgage. All terms, provisions and conditions contained in the Prior Mortgage and the Note secured by it, except as may be incompatible with the express terms of this Wrap Around Mortgage are incorporated herein by reference as if expressly set forth in the mortgage.

TO HAVE AND TO HOLD, all and singular the said premises unto