

Bank as to the four (4) acres above described and limited thereto shall be senior and prior in lien to the lien of said mortgage in favor of H.B. Cooper and W.M. Chamblee, Sr.

It is expressly understood and agreed that as an inducement to H.B. Cooper and W.M. Chamblee, Sr., to subordinate the lien of their mortgage as herein provided and in consideration therefore, Palmetto Bank hereby covenants and agrees as follows:

1. That in the event Carolina Springs Golf and Country Club, Inc., fails to make any payment due on account of the aforesaid indebtedness within forty-five (45) days after the same shall become due and payable in accordance with the terms and provisions thereof or if said loan shall otherwise remain in a delinquent of default status for a period of forty-five (45) days, Palmetto Bank shall, within ten (10) days after the expiration of any such forty-five (45) day default period give H.B. Cooper and W.M. Chamblee, Sr., written notice of such default specifying the nature thereof. Where upon H.B. Cooper and W.M. Chamblee, Sr., at their option, shall have the right, but not the obligation, to purchase from Palmetto Bank, without recourse, the aforesaid real estate mortgage and the promissory note which the same secures, by assignments thereof, at any time within a period of forty-five (45) days after the date that the Palmetto Bank shall give H.B. Cooper and W.M. Chamblee, Sr., written notice of such default by making payment to Palmetto Bank of an amount equal to the lesser of either of the following amounts: (a) \$65,000.00 plus interest at the rate of 18% per annum from July 2, 1982; (b) the unpaid principal balance and accrued interest due on said indebtedness on date of default by Carolina Springs Golf and Country Club, Inc. Notwithstanding the fact that Carolina Springs Golf and Country Club, Inc., and/or any of its subsidiaries, their respective successors and assigns, may hereafter become indebted to Palmetto Bank or any of its subsidiaries, their respective successors and assigns, all monies hereafter received on account of such indebtedness shall be considered as a payment on account of the indebtedness by Carolina Springs Golf and Country Club, Inc., in favor of Palmetto Bank for which the written Subordination by H.B. Cooper and W.M. Chamblee, Sr. is given.