

an amount exceeding such maximum amount of interest, and all such terms, covenants and agreements, if any, which might in any contingency whatsoever operate to bind or compel Mortgagor to pay interest exceeding such maximum permissible amount of interest on said indebtedness shall be without binding force or effect in law, but only to the extent of the excess of such amount of interest. Mortgagee shall give an appropriate refund to any entity that pays to Mortgagee any amount to which Mortgagee is not entitled according to this paragraph.

39. Additional Provisions (if any):

39. The lien of this Mortgage is superior to the lien of a certain mortgage given by Mortgagor to Thomas E. House, William W. Kellett and Michael P. Kellett, dated May 20, 1982, and recorded in the RMC Office for Greenville County in Mortgage Book 1572 at page 806 (hereinafter referred to as the "Second Mortgage"). Mortgagor hereby covenants and agrees, as further security for the indebtedness secured by this Mortgage, that if the Second Mortgage is not paid in full and satisfied of record within one (1) year from the date hereof, Mortgagor shall cause to be issued and delivered no later than May 1, 1984, to Mortgagee an unconditional letter of credit in form and from an institution approved by Mortgagee in the amount of \$85,000.00. Mortgagor further agrees that the failure for any reason to have the aforesaid letter of credit issued and delivered to Mortgagee shall constitute a default under this Mortgage, and Mortgagee may exercise any of the rights and remedies available to Mortgagee under this Mortgage or any of the Loan Documents.

Handwritten notes:
RMC
LCS
P
G
C

IN WITNESS WHEREOF, the Mortgagor, if an individual or individuals, has hereunto set his, her or their hand and seal, or, if a corporation or other artificial entity, has caused these presents to be signed in its name and sealed with its seal by its duly authorized officers or other representatives, the day and year first above written.

CHRISTIE PROPERTIES

Handwritten signature: Charles E. McDonald, Jr.
BY: *[Signature]* (SEAL)
By: *[Signature]* (SEAL)
By: *[Signature]* (SEAL)
By: *[Signature]* (SEAL)
By: *[Signature]* (SEAL)

ACKNOWLEDGMENT

(Individual and Partnership)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared before me Charles E. McDonald, Jr., who, being duly sworn, says that he saw the within named CHRISTIE PROPERTIES, by its General Partners, its sign, seal, and as its act and deed, deliver the foregoing Mortgage, and that he, with C. Lewis Rasor, Jr., witnessed the execution thereof.

Handwritten signature: Charles E. McDonald, Jr.

Sworn to before me this 31st day of March, 19 83

[Signature]
Notary Public for South Carolina

My Commission Expires:

11/9/89

(CONTINUED ON NEXT PAGE)

