

09/15/1983

BOOK 1526 PAGE 264

enter into any agreement with a Refinance Lender modifying any of the terms and conditions of a Refinance Loan without the consent of the Mortgagee.

(1) The Mortgagor shall promptly furnish to the Mortgagee, and the Mortgagee shall promptly furnish to the Mortgagor, copies of all notices, including all notices of default, received from a Refinance Lender.

B. The Mortgagee's Obligations In Connection With Refinance Loans. This Mortgage is subject and subordinate to the mortgage dated August 31, 1979, between T. Walter Brashier, as mortgagor, and Aetna Life Insurance Company, as mortgagee, recorded on August 31, 1979 in Mortgage Book 1479 at page 162 in the office of the RMC for Greenville County, and the mortgage dated August 28, 1972, between Century Plaza Associates, as mortgagor, and American Federal Bank, as mortgagee, recorded on August 29, 1972 in Mortgage Book 1426 at page 553 in the Office of the RMC for Greenville County (collectively, the "Prior Mortgages"). The Note includes and "wraps around" the indebtedness secured by the Prior Mortgages which indebtedness, together with all obligations under the Prior Mortgages or any other instruments executed and delivered in connection with the Prior Mortgages or any obligations secured thereby shall be deemed to be Refinance Loans for purposes of this Section 23. The Mortgagee, by acceptance of this Mortgage, agrees as follows:

(a) So long as the Note is outstanding, the Mortgagee shall make all payments as and when due under Refinance Loans, including payments to tax, insurance or other escrows. Upon payment or other satisfaction of the Note and the Mortgagee, shall satisfy any outstanding obligations under all Refinance Loans.

(b) If the Mortgagor shall cause the Note to be paid in full, the Mortgagee shall cause all Refinance Loans to be discharged. In the event the Mortgagor shall elect to prepay the Note in full and thereafter either withdraw such election or fail to so prepay the Note, the Mortgagor shall hold the Mortgagee harmless from any and all costs or expenses paid or incurred by the Mortgagee as a result of such election by the Mortgagor.

(c) The Mortgagor shall indemnify and hold the Mortgagor harmless with respect to any obligation incurred by the Mortgagor in connection with a Refinance Loan which does not merely restate an obligation of the Mortgagor under this Mortgage or the Note, and all claims, liabilities and expenses arising out of any such obligation, the default of the Mortgagor thereunder, or the Mortgagor's defense thereof.

0 9 2 6 4

4328 RV-21