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

UNDER AND SUBJECT, nevertheless, to the lien of:

That certain mortgage dated February 11, 1980 in favor of Charles J. Spillane in the original principal amount of $10,600.00 recorded in the RMC Office for Greenville County in Mortgage Book 1495 at Page 237.

The Mortgage described above is hereinafter referred to as the "Prior Mortgage". 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 thereby giving the holder of this Wrap-Around Mortgage the same rights and privileges as the holder of the Prior Mortgage.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his successors and assigns, forever.

THE MORTGAGOR HEREBY COVENANTS AND AGREES WITH THE MORTGAGEE AS FOLLOWS:

1. Mortgagor is lawfully seized of the premises hereinabove described in fee simple absolute, and has good right and lawful authority to sell, convey, or encumber the same, and the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

2. Mortgagor will pay the Note at the time and in the manner provided therein.

3. Mortgagor shall comply with all terms, provisions, and conditions of the Prior Mortgage other than those applicable