

9. This Mortgage is subject and subordinate to a certain mortgage given by Robert S. Morris and Jessie G. Morris to Laurens Federal Savings and Loan Association (now Heritage Federal Savings and Loan Association) in the original sum of \$24,500.00, recorded on January 5, 1970 in the RMC Office for Greenville County, S. C. in Mortgage Book 1145, page 472, which has an approximate balance due in the sum of \$9,549.76 (hereinafter referred to as the "Senior Mortgage" and which mortgage constitutes a first mortgage lien upon the mortgaged premises described above and which secures the Note given to Laurens Federal Savings and Loan Association on said date by the original Mortgagors (hereinafter referred to as "Senior Note").

10. The Mortgagees agree to pay to the holder of the Senior Mortgage, the unpaid principal balance of the Senior Mortgage and Senior Note, together with all interest thereon accruing thereunder, as and when required by the terms thereof.

11. If Mortgagees shall default in making any required payment of principal or interest under either the Senior Mortgage or Senior Note, Mortgagors shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagors together with interest thereon at the rate provided in the Note shall be credited against the next installment(s) of interest and principal due under the Note.

12. Mortgagees agree to send promptly to Mortgagors any notices received by them from the holder of the Senior Mortgage and Senior Note. In addition, Mortgagees agree to send to Mortgagors at the time Mortgagees make each payment provided above to such holder of the Senior Mortgage and Senior Note, a copy of the payment check or reasonable substitute thereof.

13. In the event the unpaid principal balance of the Senior Mortgage and Senior Note are reduced by the holder of the mortgage applying insurance proceeds in reduction thereof or by the application of condemnation awards, then and in such event Mortgagees agree that Mortgagors' indebtedness to Mortgagees shall be credited on the payment of the Note to the same extent as if such payment had been made as required in the Note.

14. In the event that the Senior Note and Mortgage are accelerated by the Mortgagee thereof for any reason which includes but is not limited to the acceleration thereof on any alleged violation of any "due-on-sale" clause therein set forth attributable to a sale or conveyance of the mortgaged premises to a third party without the consent of said Mortgagee, then the Mortgagees hereunder shall make payment in full of said mortgage and cause the same to be satisfied and cancelled of public record. In the event that the Mortgagees fail to make such payment, or fails to make any payment or otherwise satisfy any other obligation under the Senior Note and Mortgage, and the maturity date of the indebtedness evidenced by the Senior Mortgage and Note is accelerated then Mortgagors hereunder shall have the right to make such payment and if Mortgagors make the payment due under the Senior Note and Mortgage then, and in such event Mortgagors shall automatically receive credit under the Note for all succeeding installment payments due hereunder until Mortgagors have set-off an amount equal to the actual cash outlay Mortgagors have incurred as a result of refinancing the Senior Debt, and this Mortgage shall automatically become subordinate in lien and priority to any mortgage lien or encumbrance which may be placed on the property described herein to obtain the the financing required to pay the Senior Note and Senior Mortgage. Mortgagees agree to execute such instruments and documents as may be required to so effectuate such subordination, and if Mortgagees shall fail to promptly so execute such instruments, Mortgagors are hereby appointed their attorney-in-fact for such purpose.