

FOURTH,

All Mortgagor's right, title and interest as successor in interest to Robert L. Watkins, Jr. and Tamara A. Walkins into and under that certain Lease dated April 19, 1971, by and between C. Dan Joyner, as Lessor, and Robert L. Watkins, Jr. and Tamara A. Watkins, as Lessees (the "Ground Lease"), recorded in Deed Book 937 at page 559 on March 8, 1972 in the Register of Mesne Conveyances, Greenville County, South Carolina and, that certain Lease Payment Agreement dated as of August 29, 1983, by and between Nargis, Inc. and C. Dan Joyner, the said Ground Lease pertaining to that piece, parcel or tract of real property particularly described in Exhibit B hereto as "Leasehold Premises."

FIFTH,

Together with all additions, accessions, increases, parts, replacements, substitutions, repairs and betterments of any item of Collateral.

SIXTH,

Together with all awards, proceeds, profits, rents, issues or other payments in respect to any item of Collateral.

TO HAVE AND TO HOLD, all and singular the Collateral unto the Mortgagee, its successors and assigns, forever.

PROVIDED FURTHER, however, that until the occurrence of a default as provided in the Mortgage Note, the Mortgagor shall be permitted to possess and use the Collateral in a manner consistent with the rights of the Mortgagee, its successors and assigns, and the terms and conditions of the Loan Documents.

PROVIDED ALWAYS, NEVERTHELESS, that if the Mortgagor shall well and truly pay or cause to be paid to the Mortgagee, its successors and assigns, all indebtedness hereby secured, including all interest thereon, in accordance with the Loan Documents, then this instrument shall cease, determine and be utterly null and void; otherwise it shall remain in full force, virtue and effect.

AND, the Mortgagor does hereby covenant, agree, warrant and represent as follows:

1. Performance of Obligations. The Mortgagor shall pay or cause to be paid the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and shall keep and perform all the covenants, promises and agreements in this Mortgage and the other Loan Documents, all in the manner herein or therein set forth.

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