- 7. AND IT IS FURTHER COVENANTED, That in case of any litigation between the parties to this Mortgage, the said mortgagor shall not deny the corporate character of the said The Life Insurance Company of Virginia nor require any proof of each corporate character or such agency.
- 8. This mortgage and the note secured hereby shall be of equal priority with that certain mortgage between Greenville Leasing Company, Inc., and Cameron-Brown Company, dated August 31, 1964, of record in the Office of the RMC for Greenville County, South Carolina, in Real Estate Mortgage Book 970, page 127, and the note of \$425,000.00 secured thereby so long as both of said notes are owned and held by The Life Insurance Company of Virginia.

So long as both of said notes are owned and held by The Life Insurance Company of Virginia, default under the terms and conditions of said \$425,000.00 note or the mortgage securing the same or default under the terms and conditions of this mortgage, or the \$100,000.00 note secured hereby shall constitute a default in both of said mortgages and notes and The Life Insurance Company of Virginia, shall, at its option, be entitled to foreclose and to otherwise proceed in accordance with the terms and conditions set forth in this mortgage and in the mortgage dated August 31, 1964, hereinabove referred to, and the notes respectively secured thereby.

9. As additional security, to the previous loan in the sum of \$425,000.00 as set forth in the above paragraph, the Mortgagor executed a chattel mortgage covering the furnitures, fixtures, machines, equipment and inventory of the Travel-Eze Motel which was recorded on November 20, 1964 in chattel mortgage book 492 at page 162, and did execute an Assignment of the leases to Gulf Oil Corporation and Travel-Eze Restaurant, Inc., recorded September 1 in deed book 756 at page 377 and did execute an