

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$. . . NONE

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

William L. Hunter

24. Notwithstanding anything herein contained to the contrary, James Anderson Nelson, Jr., C. Dan Joyner, and James E. Jones, Jr., shall have no personal liability for the payment of the indebtedness secured by this mortgage nor for the performance of any of the covenants and agreements hereinabove set forth. The liability of the said James Anderson Nelson, Jr., C. Dan Joyner and James E. Jones, Jr., hereunder shall be limited solely to their respective rights, title and interest in and to the property herein conveyed.

25. In the event of any default in this mortgage or the note which it secures, the mortgagee agrees that prior to instituting any action to foreclose this mortgage it will give notice to James Anderson Nelson, Jr., c/o Donald R. McAlister, P.O. Box 10045, Greenville, S. C., 29603; and to C. Dan Joyner, William L. Hunter and James E. Jones, Jr. at P.O. Box 5757, Greenville, S.C. 29606, and granting a period of fifteen days after such notice during which the default may be cured.

CARTER, PHILPOT, JOHNSON & SMITH

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

<i>L. Henry Philpot</i>	<i>M. William Bashor, Jr.</i>	(Seal)
<i>Lester D. Lewis</i>	<i>John F. Palmer</i>	(Seal)
	GREENFIELD CORP	(Seal)
	By: <i>George H. Cannon</i> President	(Seal)
<i>John P. Taylor</i>	By: <i>Ray H. Henry, Jr.</i>	(Seal)
<i>Donald R. McAlister</i>	Title	(Seal)
	<i>James Anderson Nelson, Jr.</i>	(Seal)
	<i>James Anderson Nelson, Jr.</i>	(Seal)
<i>James C. Blakeley, Jr.</i>	<i>C. Dan Joyner</i>	(Seal)
<i>James E. Jones, Jr.</i>	<i>James E. Jones, Jr.</i>	(Seal)
	<i>William L. Hunter</i>	(Seal)

CARTER, PHILPOT, JOHNSON & SMITH

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