

ADDENDUM A
TO
WRAP-AROUND MORTGAGE

1. This Mortgage is a "wrap-around" Mortgage, and the Note is a "wrap-around" Note as described in the Note. The lien of this Mortgage is subordinate and inferior to the lien of the following described mortgage or replacements thereof in a permitted re-financing(s) as herein defined (herein sometimes referred to as the "Underlying Mortgages"), which secure payment of the indebtedness evidenced by the following described promissory note or replacements thereof in a permitted re-financing(s) as hereinafter defined (herein sometimes referred to as the "Underlying Notes"):

That certain First Lien Note dated March 7, 1980 executed by Mortgagee, and made payable to the order of Bankers Trust of South Carolina, bearing interest at the rate and being payable in the manner therein set forth on the first day of each month until such First Lien Note is paid (such First Lien Note hereinafter being referred to as the "First Note"), said First Note being secured by the lien of a Mortgage of Real Estate of even date therewith, (hereinafter referred to as "First Mortgage") recorded in Mortgage Book 1497, Page 440, et. seq., of the Greenville County, South Carolina records, to which First Mortgage reference is here made for a more complete description of said First Note and the liens securing the payment thereof, which First Note and First Mortgage have been supplemented by written agreement dated July 27, 1982, between Mortgagee and Bankers Trust of South Carolina.

Mortgagor agrees to perform all of the non-monetary covenants and obligations contained in the Underlying Notes and in the Underlying Mortgages and Mortgagee may, in the event of default thereof, but shall not be so obligated, to perform such non-monetary covenants and obligations for the account of and at the expense of Mortgagor, and any sum disbursed for such purpose by Mortgagee shall be payable to Mortgagee on demand with interest at the rate of fifteen percent (15%) per annum and shall be secured by this Mortgage; provided, however, so long as Mortgagee is obligated to make payments on the Underlying Notes, as set forth in the Note, and provided Mortgagor is not then in default hereunder or under the Note, Mortgagor shall not be required to make payment on, and Mortgagee shall make payment on the Underlying Notes. Any default by Mortgagor under the Underlying Mortgages (other than a default in payment of money which Mortgagee has agreed to pay) shall, at the sole option of Mortgagee, constitute a default hereunder.

2. It is expressly understood that so long as Mortgagor is not in default on the Note or this Wrap Around Mortgage, Mortgagee shall pay promptly when due all payments of principal and interest due on the Underlying Notes and Mortgages. If Mortgagor pays all or any part of the principal or interest then due and owing on the Underlying Notes because of the failure of Mortgagee to do so (except as to a balloon or

0 8 3 4

4325 RV-2