

with a copy to:

T. Charles Tickle
Daniel Realty Corporation
1900 Daniel Building
Birmingham, Alabama 35233

with a copy to:

William A. Walsh, Jr., Esquire
Hunton & Williams
P. O. Box 1535
Richmond, Virginia 23212

If to Mortgagee:

Daniel International Corporation
201 North Main Street
Greenville, South Carolina 29602

Attn: Treasurer or Secretary

4.07 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

4.08 Invalidity of Certain Provision. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt secured by this Mortgage, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of such debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of such debt, and all payments made on such debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of such debt which is not secured or fully secured by the lien of this Mortgage.

4.09 Subrogation. To the extent that proceeds of the Note are owed to pay any outstanding lien, charge or prior encumbrance against the Property, such proceeds have been or shall be deemed advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.