

REAL ESTATE MORTGAGE

LYNN F. SCHWEBACH , d/b/a TO ASSOCIATED BUILDERS & DEVELOPERS, INC.
 Carolina Properties

subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration at his last known mailing address. Such notice shall provide a period of not less than 30 days from the date such notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted under the terms hereof.

The Mortgagor reserves the right to have the lien of the within mortgage subordinated to the lien of a first mortgage covering only that portion of the above described property herein mortgaged lying 25 feet away from either side of the existing warehouse building located on the mortgaged premises (said side line setting back 25 feet to run in parallel lines with the sides of said building on the street on which said warehouse building faces to the rear of the subject property near the railroad right of way line). The mortgage to which this subordination shall apply shall be made by a commercial bank, savings and loan association, life insurance company or similar reputable institutional lender following conventional loan practices, and the proceeds of which mortgage shall be used only for the construction of improvements on the property or the re-financing or permanent financing of the same and for no other purpose or purposes.

The Mortgagor reserves the right in lieu of the subordination of the two parcels of land lying 25 feet away from either side of the existing warehouse building above provided, to have each of said strips or parcels of land released from the lien of this mortgage upon pre-payment on the principal balance due on the note which this mortgage secures in the sum of \$10,000.00 for each of said strips, in which event the Mortgagee shall execute a release in due form of law upon presentation of a survey providing a legal description of the property to be released in accordance with the terms of this paragraph.

RECORDED JUN 17 1983

at 12:34 P.M.

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