

The mortgage given in connection with this transaction recites a present indebtedness of \$30,000.00 and further provides that it is given to secure future indebtedness not to exceed, in the aggregate, \$40,000.00. Any future advances under this loan arrangement should be evidenced by promissory notes which indicate in some appropriate place on the notes that they are secured by the lien of this mortgage. It is our opinion that this mortgage will adequately secure any future obligations evidenced by notes so long as the aggregate outstanding principal balances do not exceed \$40,000.00 without the necessity of further recording. This mortgage has been stamped based on \$30,000.00. Consequently, in order to enforce any future obligations, it will be necessary that the new notes, if any, bear documentary stamps based on the amount of each new note.

Without limiting the generality of any other provision hereof, this mortgage also secures, in accordance with Section 29-3-50, Code of Laws of South Carolina, 1976 (1) all existing indebtedness of the Mortgagor to the Mortgagee, evidenced by promissory notes or other instruments referred to herein, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to the Mortgagor by the Mortgagee, to be evidenced by promissory notes or other instruments referred to herein, and all renewals and extensions thereof, and (3) all other indebtedness of the Mortgagor to the Mortgagee, now due or to become due or hereafter contracted pursuant to any of the instruments referred to herein as being secured hereby, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time not to exceed the total sum of \$40,000.00, with interest thereon, attorneys' fees and costs.

This mortgage is junior and subordinate to the lien of that certain mortgage given by the Mortgagor herein to Carolina Federal Savings & Loan Association dated June 18, 1979, recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1470, at Page 554. The Mortgagor herein covenants and agrees that he will not allow the aggregate outstanding balance of the foresaid mortgage to, at any time, exceed the sum of \$25,000.00 so long as the within mortgage is in effect.

It is understood and agreed that any default under the terms and conditions of the aforesaid mortgage to Carolina Federal Savings & Loan Association will constitute an act of default under the within mortgage, entitling the Mortgagee to exercise all remedies set forth herein.

RECORDED FEB 10 1981

at 4:13 P.M.

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