

commitment and Construction Loan Agreement, or so much of the same as may have been executed, are hereinafter collectively referred to as "Loan Agreement". All advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the note secured hereby, shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this Mortgage and the occurrence of any event of default under said Loan Agreement shall constitute a default under this Mortgage entitling Mortgagee to all of the rights and remedies conferred upon the Mortgagee by the terms of this Mortgage (including those set forth in subparagraph (d) of this paragraph 24) or by law, as in the case of any other default. From and after assignment by a construction lender mortgagee, the Loan Agreement shall no longer constitute a part of or be secured by this Mortgage nor shall the construction lender mortgagee have any right in or to the security afforded by this Mortgage and, thereafter, no defenses, offsets or counterclaims available to the Mortgagor, its successors or assigns, arising out of said Loan Agreement, shall be valid or effective as against the indebtedness evidenced by the note secured hereby, or as against the successors or assigns of the construction lender mortgagee, all said defenses, offsets and counterclaims being waived.

This Mortgage shall inure to and bind the successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said Note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly void and null; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that the said Mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

IN WITNESS WHEREOF, BOTANY ARMS APARTMENTS, a Partnership, has caused this Mortgage to be executed in its name and under its seal by all partners thereof, being MILTON J. WOMACK and CHARLES H. NORTON, this 14th day of September, 1967.

In the Presence Of:

BOTANY ARMS APARTMENTS (SEAL)
A Partnership

[Signature]

By *[Signature]* and
Milton J. Womack

Frances R. Leitke

By *[Signature]*
Charles H. Norton
Its Partners

STATE OF SOUTH CAROLINA Ø
COUNTY OF GREENVILLE Ø

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named BOTANY ARMS APARTMENTS, a Partnership, by its partners, Milton J. Womack and Charles H. Norton, sign, seal and as its act and deed deliver the within written Mortgage of Real Estate and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14th day of September, 1967.

Frances R. Leitke

[Signature] (SEAL)
Notary Public for South Carolina

Recorded Sept. 26, 1967 at 1:18 P. M., #9109.