ALSO:

ALL those pieces, parcels or lots of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Southeastern side of Maple Court, near the Town of Simpsonville, and being shown as Lots 4 and 5 on plat entitled "Property of Doyle Peace," made by R.B. Bruce, dated September 19, 1974, and recorded in the RMC Office for Greenville County, SC, in Plat Book 4X, at Page 17; reference to said plat is hereby craved for a metes and bounds description.

This is the identical property conveyed to the mortgagor by deed of Southgate Investors, Inc., to be recorded of even date herewith.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and emcumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and Agrees as follows:

1. That this mortgage is a subordinate and junior lien upon the above described property to the 4 (four) mortgages given to First Federal Savings and Loan: Lot 1 in the original amount of $34,000.00, recorded in Mortgage Book 1267-347 dated March 20, 1973; Lot 2 in Mortgage Book 1270-584 dated March 26, 1973 in the original amount of $34,000.00 Lot 4 in Mortgage Book 1396 at page 674 dated May 4, 1977 in the original amount of $33,329.70 and Lot 5 in Mortgage Book 1396 at page 677 in the original amount of $33,329.70.

2. Said mortgages to First Federal Savings and Loan as above outlined must be paid off upon the final balloon payment being made after 96 payments.

3. Should said mortgages with First Federal Savings and Loan be called in for payment due to the execution of this mortgage, mortgagee is solely responsible for payment. Mortgagor shall at that time pay $25,000.00 principal payment on this mortgage which shall reduce the monthly payment under this mortgage to $1,929.38 per month.

4. Should mortgagor for any reason be forced to make additional principal payments on this mortgage, monthly payments on this mortgage will be adjusted downward to reflect such principal payments.

5. Mortgagee must keep current all mortgage payments to First Federal Savings and Loan.

6. That if any action or proceedings be commenced excepting an action to foreclose this Mortgage or to collect the debt secured hereby, to which action or proceedings the Mortgagor is made a party by reason of the execution of this mortgage in which it becomes necessary to defend or upheld the lien of this Mortgage, all sums paid by the Mortgagor for the expense of any litigation to prosecute or defend the right and lien created hereby shall be paid by the mortgagee.

7. Should it become necessary to refinance the existing first mortgages with First Federal Savings and Loan Mortgagee agrees to cooperate in executing the appropriate documents including the execution of a mortgage of first priority over the fee simple interest in the property. Existing payments on this mortgage would then be adjusted to reflect the refinancing of the First Federal mortgages.