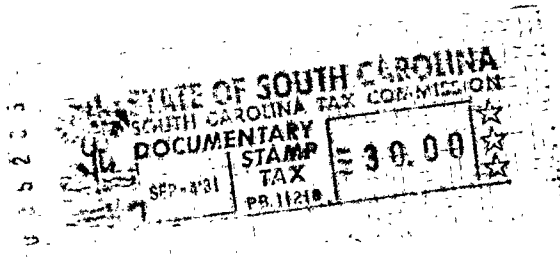


(continued)

also secures, in accordance with Section 29-3-50, Code of Laws of South Carolina, 1976, (1) all existing indebtedness of the Mortgagors 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 Mortgagors 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 Mortgagors 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 \$75,000.00, with interest thereon, attorneys' fees and costs.

This mortgage is junior and subordinate to the lien of that certain mortgage given by the Mortgagors herein to First Federal Savings & Loan Association, dated November 3, 1976, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1382, at Page 226, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1384, at Page 723, on December 8, 1976, and that certain mortgage given by the Mortgagors herein to First Federal Savings & Loan Association, dated June 16, 1981, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1544, at Page 259. The Mortgagors herein covenant and agree that they will not allow the aggregate outstanding balances of the foregoing mortgages to, at any time, exceed the sum of \$142,000.00 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 mortgages to First 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 SEP 4 1981

at 10:08 A.M.

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