As it relates to Parcel II, this instrument is second only to a Mortgage in favor of SAVINGS FLOWN ASSO dated 6-25-80, recorded in Deed Book 1506, page 97, Greenville County Records, and it is agreed that any default thereunder may be deemed to be a default under the terms of the within instrument. The Grantor herein hereby assigns and authorizes payment to the Grantee herein and its successors in title of any surplus funds arising from foreclosure of said first mortgage on real estate.

RELEASE PROVISION: Provided the bond and debt described herein are in good standing and all accrued and unpaid interest are paid in full to the date of prepayment, it is agreed and understood between the parties to this Mortgage and the bond and debt described hereinabove that the Mortgagee will release from the lien created by this instrument the properties described above in and for and in exchange for full payment by the undersigned and receipt by Mortgagee of the outstanding principal owing at the time of such prepayment in the following percentages:

PARCEL I - released in exchange for a sixteen percent (16%) principal reduction prepayment;

PARCEL II (Tracts A and B) - released in exchange for a sixty percent (60%) principal reduction prepayment;

PARCEL III - released in exchange for a twenty-four percent (24%) principal reduction prepayment.

RESTRICTION ON TRANSFER: Unless Mortgagee gives its written consent thereto, Mortgagor shall not convey all or any portion of Mortgagor's interest in the above-described property prior to the satisfaction and release of this Mortgage and any violation of the foregoing shall be deemed an event of default under the terms of this Mortgage and the indebtedness which it secures.

TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mort-gagee, its successors and assigns. And Mortgagor does hereby bind its/his heirs, executors, administrators, successors or assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns from and against Mortgagor and its/his executors, administrators, successors and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

