## ADDITIONAL PROVISIONS TO MORTGAGE:

- 1. This property is subject to three (3) mortgages as follows:
  - a) Mortgage of Jack E. Shaw to First Federal Savings and Loan Association dated June 16, 1967, in the original amount of \$215,000.00, as recorded in Mortgage Book 1060 at Page 586 of the RMC Office for Greenville County;
  - b) Mortgage of Jack E. Shaw to First Federal Savings and Loan Association dated September 27, 1968, in the amount of \$180,000.00, as recorded in Mortgage Book 1104 at Page 483 of the RMC Office for Greenville County;
  - c) Mortgage of Jack E. Shaw to Carolina Federal Savings and Loan Association dated December 20, 1979, in the original amount of \$469,088.47, as recorded in Mortgage Book 1492 at Page 4 of the RMC Office for Greenville County;

These are first mortgages on the property and this mortgage is subordinate to these liens. Any other liens on this property may be paid from this debt.

- 2. Mortgagee agrees to pay off these mortgages from the proceeds of the debt which this mortgage secures.
- 3. Mortgagee agrees to keep these mortgages current at all times during the life of the debt which this mortgage secures.
- 4. In the event Mortgagee defaults in the monthly payments due on any of these three (3) mortgage loans, the Mortgagor may make such payments and deduct any amounts thus paid from the balance due on the debt secured hereby.
- 5. The Mortgagee understands that the Mortgagor intends to convert the apartments situate on this property to condominium residences, and Mortgagee will consent to any declaration of condominiums prepared by the Mortgagor.
- 6. Mortgagee agrees to provide partial releases of each unit from this mortgage and Mortgagee agrees to provide partial releases on the basis of Twenty Thousand (\$20,000.00) Dollars for each unit in the Wildaire complex and Fifteen Thousand (\$15,000.00) Dollars for each unit in the Merry Oaks complex.
- 7. All release payments shall be credited against the outstanding principal balance of this mortgage and it shall be the obligation of Mortgagee to pay all amounts necessary out of the release price to obtain partial release from the holders of the first mortgages as stated in Item (1.) above.
- 8. It is agreed between the parties that all the provisions contained in the Contract dated November 13, 1979, between Jack E. Shaw and Wildaire-Merry Oaks Investment, Inc., a South Carolina corporation, subsequently assigned to Mortgagor, are not included in this mortgage executed herewith, but it is the intent of the parties that such prior agreement remain binding on the parties hereto and not merge into the documents executed at closing.

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