MORTGAGE - CONTINUED FROM PAGE 4

Without limiting the generality of any other provision hereof, this mortgage 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 \$25,001.00, 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 Fidelity Federal Savings and Loan Association, dated July 24, 1980, recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1509 at Page 216 on July 30, 1980. The Mortgagors herein covenant and agree that they will not allow the aggregate outstanding balance of the foregoing mortgage to, at any time, exceed the sum of \$85,000.00 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 mortgage to Fidelity Federal Savings and Loan Association will constitute an act of default under the within mortgage, entitling the Mortgagee to exercise all remedies set forth herein.

RECORDE' MAR 1 2 1981

at 3:44 P.M.

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