Mortgage Cook 1296 at Page 189 as modified by Agreement recorded in Mortgage Book 1310 at Page 657 and as amended by Mortgage Amendment recorded in Mortgage Book 1330 at Page 402, all in the RMC Office of Greenville County, South Carolina;

- (b) Mortgage to South Carolina National Bank recorded in Mortgage Book 1296 at Page 853 as subsequently modified by Agreement recorded in Mortgage Book 1327 at Page 710 as assigned to Aetna Life Insurance Company by Assignment recorded in Mortgage Book 1327 at Page 173 and as amended by Mortgage Amendment recorded in Mortgage Book 1330 at Page 402, all in the RMC Office of Greenville County, South Carolina; and
- (c) Mortgage to South Carolina National Bank recorded in Mortgage Book 1296 at Page 867 as modified by Agreement Modifying Note, Mortgage and Assignment of Leases, Rents and Profits recorded in Deed Book 1029 at Page 509 both in the RMC Office of Greenville County, South Carolina.

Said mortgages are collectively referred to herein as the "Senior Mortgages". The lien created by this instrument shall at all times be subject and subordinate to the liens of the Senior Mortgages.

- 5. Repairs. Borrower will keep the premises in as good order and repair as they are now (reasonable wear and tear excepted) and will not commit or permit any waste or any other thing whereby the value of the premises might be impaired. Borrower shall not cut timber on the premises nor sell the timber rights to standing timber without the written consent of Lender.
- 6. <u>Compliance with Laws</u>. Borrower shall promptly comply with any applicable legal requirements of the State of South Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the premises.
- 7. Condemnation Award. Any award for the taking of, or damages to, all or any part of the premises or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Lender who may apply the sums so received to the portion of the debt hereby secured last falling due or in such other manner as Lender may desire.
- 8. Payments by Lender. If Borrower shall be in default in the timely payment or performance of any obligation under this Mortgage or the Note hereby secured, Lender, at its option, may pay the sums for which Borrower is obligated. Further, Lender, at its option, may advance, pay or expend such sums as may be proper and necessary for the protection of the premises including but not limited to sums to satisfy taxes or other levies, and assessments and/or liens, to maintain insurance (including title insurance), to make repairs and to provide security guards. Any amounts so advanced, paid or expended shall be deemed principal advances secured by this Mortgage (even though when added to other advances the sum thereof may exceed the face amount of the Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the Note hereby and be secured by this Mortgage and its payment enforced as if it were part of the original debt. Any sum expended, paid or advanced under this paragraph shall be at Lender's sole option and not constitute a waiver of

