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1. Subordination. For valuable consideration, and as an inducement for the making of a loan by lender to John S. Cooper,, which loan will substantially improve the value of the above property , mortgagee agrees that the lien of its mortgages shall be subsequent and subordinate to the lien of any mortgage made in favor of the lender by John S. Cooper.

2. Limitation on amount of mortgage given priority: The principal amount of such mortgage made by John S. Cooper in favor of the lender shall be in a principal sum not exceeding Fifty Thousand Dollars (\$50,000).

In consideration of mortgagee 3. Loan agreement. so subordinating the mortgage held by him to the mortgage to be made by lender, lender shall make the aforesaid loan.

In witness whereof, the parties have executed this agreement at Greenville, South Carolina on November ____, 1984:

Heritage Federal Savings and Loan:

First Citizens Bank and Trust Co.:

STATE OF SOUTH CAROLINA

COUNTY OF

PROBATE

Personally appeared before me the undersigned who states on oath that (s)he, along with the other witness whose name appears above, saw Heritage Federal Savings and Loan as well as First Citizen's Bank and Trust Company, through their duly authorized agents, sign, seal and deliver the above agreement,

SWORN and SUBSCRIBED to before me this & Standay of November, 1984:

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/22/9/

GREENVILLE

17925

RECORDED DEC 5 1984 at 3:17 P.M.

and the same of the same