- 4. Mortgagor, within 10 days after request of Mortgagee, and Mortgagee, within 10 days after request of Mortgagor, shall furnish a written statement of the amount of the indebtedness then outstanding under the Note and this Mortgage and therein state, if applicable, whether or not there exist any defaults, claims, defenses or offsets thereto and, if so, the particulars thereof.
- 5. In the event Mortgagor or Mortgagee shall receive notice of default under any Included Mortgage (as defined in Part C, Paragraph 1, below) or any other mortgage(s) superior hereto that such receiving party shall, within two (2) days thereof, send a copy to the other party in the manner set forth in Paragraph 3 of Part B.

## PART C

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, AND MORTGAGEE, BY ITS ACCEPTANCE HEREOF, FURTHER AGREE AS FOLLOWS THAT:

- 1. This Mortgage is a "Wraparound Mortgage" and is subject and subordinate to a mortgage recorded in Book 1290, Page 503, in the Office of the Clerk of Court for Greenville County, South Carolina, said mortgage being referred to herein as the "Included Mortgage" and the note secured by said Included Mortgage is herein referred to as the "Included Note".
- 2. Notwithstanding the provisions of Part A, Paragraph 13, above, Mortgagor shall pay to Mortgagee, in addition to the principal, interest and other amounts required by the Note, each tax and insurance premium impound amount, if any, required by an Included Note or an Included Mortgage. Such impound amounts may, from time to time, be increased or decreased. Such impound amount shall be payable to Mortgagee at the times monthly installments under the Note are due and payable. If any of said impounded amounts is used to make any principal or interest payment under any Included Note, Mortgagee shall be entitled to immediately receive, and shall be paid by Mortgagor, the amounts so used.
- 3. Mortgagee shall pay when due, provided Mortgagor shall not be in default under this Mortgage or any other instrument securing the Note, each principal and/or interest installment (including any tax or insurance premium impound required under Paragraph 2 immediately above) which becomes due under an Included Note until the Note secured by this Mortgage has been paid in full. The obligation of Mortgagee under this Paragraph shall terminate upon foreclosure sale hereunder or a deed in lieu thereof. If, upon payment in full of the Note, any obligations remain under an Included Note, Mortgagor will discharge the same in accordance with the terms of said Included Note and any instrument given as security for said Included Note.
- 3.1 In connection with Mortgagee's obligation under Paragraph 3 above, in the event any Included note or Included Mortgage shall contain a rent or income participation provision or similar provision, Mortgagor shall timely remit to Mortgagee the operating data and the funds required thereunder in order to allow transmittal of same by Mortgagee to the appropriate recipient thereof.
- 4. If Mortgagor desires for any reason to make any prepayment of principal of an Included Note, and such prepayment would give the holder of said Included Note the right to demand a prepayment charge, the amount of same must be paid by Mortgagor.
- 5. Should Mortgagee fail to pay, pursuant to Paragraph 3 above, any Included Note installment, unless such failure shall

