

The proceeds of any sale shall be applied as follows: First, to the payment of the expenses of making, maintaining and executing this mortgage, the protection of the property, including the expense of any litigation and attorney's fees; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, such will be paid to the Mortgagor, or order.

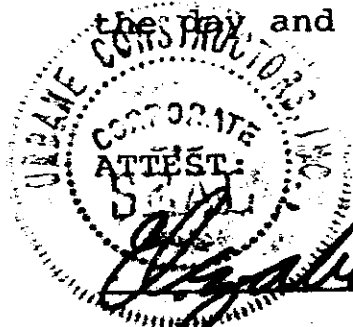
The Mortgagor, for himself, his heirs, representatives, successors and assigns, covenants and agrees that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by him, said Mortgagee may enter upon and take possession of said property, and shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this mortgage, the Mortgagor, and all persons under him, shall, at the option of the purchaser, be and become the tenants at will of the purchaser.

The liens of this mortgage are expressly subordinate and inferior to that certain first lien indebtedness (hereinafter referred to as the "Prior Liens") dated August 1, 1973, evidenced by promissory note of even date therewith executed by Mortgagor herein, payable to the order of HNC Mortgage and Realty Investors in the original principal amount of \$1,800,000.00, secured by a first lien mortgage of even date therewith covering the above described property executed by Mortgagor, recorded in the Office of the Register of Mesne Conveyances for Greenville County, N.C., in Mortgage Book 1286, Page 537.

Wherever the words "indebtedness", "debt" or "notes" are used they shall mean and include any and all obligations of Mortgagee (or either of them if more than one) to the Union Planters National Bank now or hereafter owing, direct or indirect or, as endorser, guarantor or security for others.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one persons referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

WITNESS the signature of the said Mortgagor this the day and year first above written.



URBANE CONSTRUCTORS, INC.

By

Dan Rodin

Signed, Sealed & Delivered
In The Presence Of:

Vernon Hinder
Richard A. Atkins