

Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successor or assign shall be secured hereby.

(c) Whenever in this mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.

(d) The headings of the sections, paragraphs and subdivisions of this mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

(e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

(f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

MARCUS INVESTMENT PROPERTIES, INC. (SEAL)

By: Marcus F. Stewart, President

A. Marvin Quattlebaum  
Gayle J. McDavid

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

Before me, the undersigned Notary Public, personally appeared Gayle T. McDavid, who, being duly sworn, deposed and said that (s)he saw the within named Marcus Investment Properties, Inc., through its duly authorized officer, sign, seal and as its act and deed deliver the foregoing Mortgage and that (s)he, together with A. Marvin Quattlebaum, witnessed the execution thereof.

SWORN to and subscribed before me this 1 day of December, 1981.

A. Marvin Quattlebaum (SEAL)  
Notary Public for South Carolina

My commission expires: 6-19-90

Gayle J. McDavid

RECORDED DEC 2 1981

at 3:07 P.M.

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