

obtained or will be used for personal, family or household purposes within the meaning of the South Carolina Consumer Protection Code.

30. That certain instrument known as the Conditional Assignment of Leases and Rentals of even date herewith and recorded on the same date as this instrument, relating to the real estate above described, given by the Mortgagor to the Mortgagee, is incorporated herein by reference and made a part hereof as though fully set forth, and a default in any of the terms and conditions of said instrument by Mortgagor shall automatically constitute a default under the terms and conditions of this mortgage and the note which it secures.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, of the note secured hereby or of any other agreement by the Mortgagor in connection therewith, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, of the note secured hereby, of the loan commitment, security agreement, building or construction loan agreement, assignment of leases or rentals, or of any other agreement by the Mortgagor in connection therewith, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the 9th day of March, 1983.

IN THE PRESENCE OF:

Constance G. McBrink

J. L. Moran

George B. Nalley, Jr.
GEORGE NALLEY, JR.

Blake P. Garrett, Jr.
BLAKE P. GARRETT, JR., as Trustee for
Blake P. Garrett, Sr., et al, under
Written Agreement Dated April 2, 1979

(CONTINUED ON REVERSE)