

identified as Parcel 1-D above, unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its successors and assigns, from and against the mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

PROVISIONS APPLICABLE TO THE LEASEHOLD ESTATE
(Being that Portion of the Mortgaged Premises
Hereinafter Described as Parcel 1-D)

The mortgagor holds possession of the property identified as Parcel 1-D pursuant to the terms of a written lease agreement dated March 6, 1963, as amended by written instrument dated April 11, 1963, by and between Mertie N. Cannon and V. L. Cannon, as Lessors, and Pleasantburg Shopping Center, Inc., as Lessee, the terms of said lease commencing on March 1, 1963 and ending on June 30, 1998, said lease being recorded in the RMC Office for Greenville County, S. C. in Deed Book 718, page 433, and the amendment thereto being recorded in Deed Book 726, page 73. The lien of this mortgage shall extend to any and all other, further or additional, estates, interests or rights which may at any time be acquired by mortgagor in or to the premises demised by said lease, and mortgagor expressly agrees that if mortgagor shall, at any time prior to payment in full of all indebtedness secured hereby, acquire fee title or any other greater estate to the premises demised by said lease, the lien of this mortgage shall attach, extend to, cover and be a lien upon such fee simple title or other greater estate.

Mortgagor covenants and agrees that it will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as tenant under the aforesaid lease and amendment thereto, and that if mortgagor shall fail so to do mortgagee may (but shall not be obligated to) take any action mortgagee deems necessary to prevent or to cure any default by mortgagor in the performance of or compliance with any of the mortgagor's covenants or obligations under said lease. Upon receipt by mortgagee from the landlords under said lease of any written notice of default by the tenant thereunder, mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by mortgagor or by any party on behalf of mortgagor. Mortgagor