

THIS MORTGAGE is junior and subordinate to the lien of that certain mortgage
 from Collateral Investments Co. to Kenneth Ross Phillips & Diana M. Phillips
 dated 12/17, 1975 and recorded in the office of the R.M.S.
 of Greenville County in 53 Book 44 12 at page 101-107

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee forever. I do hereby bind myself to warrant and forever defend all and singular the said premises unto the Mortgagee from and against myself and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED that, in the event that the Mortgagor defaults in any payment of any other mortgage or lien covering said property when due, then and in that event the Mortgagee herein may, at its option, make payments on principal and/or interest on said other mortgage or lien and any amounts so paid shall be and become a part of the indebtedness secured by this mortgage, and said amounts so advanced shall be immediately due and payable by the Mortgagor to the Mortgagee and shall bear interest at the rate set forth in the Revolving Loan Agreement, and in the event of such default by the Mortgagor in the payment of such other mortgages or liens when due, the Mortgagee may, at its option, declare the entire balance of principal and interest due under this mortgage to be immediately due and payable and may foreclose this mortgage immediately, whether or not the payments provided herein are past due or unpaid, and failure by the Mortgagee to exercise either of these options upon one default shall not be a waiver of its right to exercise said option in any subsequent default.

AND IT IS AGREED that in the event the Mortgagee herein becomes a party to any action at law or in equity in which the property described herein or this mortgage are in anywise affected, then and in that event, the Mortgagor agrees to pay all the costs of such litigation including a reasonable attorney's fee for the Mortgagee's attorney.

AND IT IS FURTHER AGREED that breach of or default in the performance of the terms, covenants or conditions of any mortgage constituting a prior lien on said premises shall likewise constitute a default under this mortgage entitling the Mortgagee herein to resort to any and all remedies available in the event of default.

AND IT IS AGREED, by and between the said parties, that the Mortgagor shall and will forthwith insure such houses and buildings or other improvements as may be constructed on said property, and keep the same insured from loss or damage by fire in the sum of the actual value thereof and assign the policy of insurance to the Mortgagee. In case he shall at any time neglect or fail to do so, then the Mortgagee may cause the same to be insured in his own name, and reimburse himself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, that this mortgage shall extend to and include any and all advances of the hereinabove referenced Revolving Loan Agreement. The maximum principal amount of loan outstanding at any one time may not exceed \$15,000.00.

AND IT IS FURTHER AGREED, that the Mortgagor shall pay promptly all liens and taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same and add any amount so paid to the debt secured by this mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee so elects.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor shall well and truly pay, or cause to be paid unto the Mortgagee, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Revolving Loan Agreement and conditions thereunder written, then this deed of bargain and sale shall cease, determine, and be utterly null and void.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, that the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

IN THIS MORTGAGE, the singular number and the plural, as well as the gender of the parties, shall be interchangeable wherever the context so requires. Any reference to Mortgagor or Mortgagee shall be construed as also applying to their respective heirs, executors, administrators, assigns, or successors in interest.

WITNESS my hand and seal this 23rd day of December, in the year of our Lord one thousand nine hundred and seventy five.

Signed, Sealed, and Delivered
 in the presence of:

Pat McMaster
Jean Mullin

Kenneth Ross Phillips (Seal)
Diana M. Phillips (Seal)

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