

mortgage, or should the Mortgagee become a party of 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 any 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 Mortgagee further covenants and agrees 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 the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

The covenants 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 shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This mortgage is junior in lien to that certain wrap note and mortgage to T. Walter Brashier in the original amount of \$ 1,881,000.00 recorded in the R.M.C. Office for Greenville County in Mortgage Book 1455 at Page 299 and recorded on January 16, 1979, and that certain note and mortgage given by T. Walter Brashier to South Carolina Federal Savings and Loan in the original amount of \$ 885,000.00 and recorded in the R.M.C. Office for Greenville in Mortgage Book 1423 at Page 883 on February 21, 1978, and that certain mortgage given heretofore by Sigma Properties to First Federal Saving and Loan Association of Greenville in the original amount of \$ 885,000.00 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1465 at Page 70 on May 2, 1979.

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