PRIOR MORTGAGE RIDER

ARTICLE I

This mortgage is a second mortgage subject and subordinate only to the mortgage(s) described below (herein called the "Prior Mortgage(s)").

THE

(a) Mortgage from mortgager to Donald F. Owen, Doris B. Prazier, James W. Brand, Jr., Lawrence E. Joyner, Larry C. Morris, S. Lowell Wammock and Joseph G. Maddox to Pirst Federal Savings and Loan Association in the original principal amount of \$900,000.00 dated April 7, 1972, recorded in the Office of the Register of Mesne Conveyance for Greenville County in Mortgage Book 1229 at page 213 constituting the first mortgage lien upon the premises; and

ARTICLE II

The mortgagor hereby represents, warrants, covenants and agrees that:

- (1) This mortgage is lawfully executed and delivered in conformity with any Prior Mortgage.
- (2) The mortgagor will promptly pay, when due and payable, the interest, installments of principal, and all other sums and charges mentioned in and made payable by any Prior Mortgage.
- (3) The mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the mortgagor under any Prior Mortgage within the periods (exclusive of grace periods) provided in any Prior Mortgage and will do all things necessary to perserve and to keep any Prior Mortgage free from default.
- (4) The mortgagor will promptly notify the mortgagee in writing of any default by the mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of the mortgagor to be performed under any Prior Mortgage.