

3. In the event of any sale, conveyance, transfer, or assignment of the Property or any other change in the ownership of the Property, other than by laws of inheritance or by testamentary devise, without the written consent of the Lender, the entire unpaid balance of the Secured Indebtedness and all other sums secured hereunder shall become due and payable forthwith at the option of the Lender. The following statement is intended to emphasize the provisions of this paragraph: ASSUMPTION NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT THE REAL ESTATE SECURING THE DEBT IS SOLD, CONVEYED OR OTHERWISE TRANSFERRED.

4. If the lending induced hereby is to the Mortgagor, the following covenants shall be deemed to be covenants of the Mortgagor. If the lending induced hereby is to the Debtor, the following covenants shall be deemed to be covenants of the Debtor:

(A) That he will pay the Secured Indebtedness when due and in accordance with its terms;

(B) That he will pay on demand all costs and expenses, including an attorney's fee of 15% of the unpaid principal amount of the Secured Indebtedness, incurred in collecting the Secured Indebtedness, or in obtaining possession, preserving or disposing of the Property or in otherwise enforcing this Mortgage, including, without limitation, any suits or actions which the Lender may deem necessary or desirable to bring or to which it may be made a party, together with interest thereon at the highest rate then being charged on the Secured Indebtedness or any portion thereof.

5. Upon the payment of the Secured Indebtedness and all other sums secured hereunder and the performance of all covenants and conditions hereof, the Mortgagor covenants to pay the expenses of releasing this Mortgage.

6. This Mortgage is to be governed by and construed and enforced with reference to the laws of the State of South Carolina and such federal laws as are applicable.

7. Upon the filing of any mechanic's or materialmen's lien against the Property, or any part thereof, that remains unsatisfied or is not removed for a period of thirty (30) days after the filing thereof, the Lender may, at its option, declare the same to be a default under this Mortgage giving rise to all remedies hereunder and under the Secured Indebtedness.

8. This Mortgage shall be deemed to be a security agreement with respect to that portion of the Property which shall not be construed to be real property under the laws of the State of South Carolina, granting the Lender a security interest therein in accordance with the Uniform Commercial Code as adopted in the State of South Carolina (the "Code"). As to all such personalty, the Lender shall have, without limitation, all of the rights and remedies of a secured party under the Code. The recordation of this Mortgage shall also constitute a fixture filing under the provisions of the Code with respect to that portion of the Property which shall be deemed to be fixtures under the laws of the State of South Carolina. The Mortgagor shall, at the request of the Lender, execute and deliver to the Lender all instruments and agreements which the Lender shall require in order to further perfect such security interest.

9. The Mortgagor will maintain the Real Estate in good condition and repair and also keep the improvements on the Real Estate constantly insured by an insurance company satisfactory to the Lender, in such amounts as shall be required by the Lender, against loss by fire, hazards included within the term "extended coverage", flood, on improved Real Estate located in flood hazard areas, and such other hazards as Lender may require, with loss payable to the Lender. The Mortgagor will perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Mortgagor's covenants to make payments when due. The Lender may, but shall not be obligated to, make payments for the account of the Mortgagor or Debtor, as the case may be, where such payments are required or permitted by the terms hereof and are not paid when due, or pay, cure defaults under or discharge any lien superior to the lien hereof. All sums so advanced by the Lender shall bear interest at the highest rate then being charged on the Secured Indebtedness, or any portion thereof, and such sums, together with accrued interest thereon, shall be added to the Secured Indebtedness and shall, at Lender's option, be due and payable on demand and shall be secured by the lien hereof.

10. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the Mortgagor, the Debtor and the Lender. If the Mortgagor or the Debtor consists of more than one party, each such party shall be jointly and severally liable under those obligations and covenants contained herein applicable to the Mortgagor or the Debtor as the case may be. Whenever used, the singular number or noun shall include the plural, and the plural the singular, and the use of any gender shall include all genders when the context so requires.

11. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

12. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to the Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

13. Mortgagor hereby waives all rights of homestead exemption and also waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Mortgagor in the event of foreclosure under this Mortgage.

WITNESS the following signatures and seals:

Signed and Sealed in the Presence of:

<u>Linda B. Osborne</u>	<u>Robert Watson Harwell</u> (SEAL) ROBERT WATSON HARWELL
<u>James G. Johnson, III</u>	<u>Carolyn J. Harwell</u> (SEAL) CAROLYN J. HARWELL
_____	_____ (SEAL)
_____	_____ (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY GREENVILLE) PROBATE

Before me personally appeared Linda B. Osborne and made oath that she saw the within named Mortgagor sign, seal, and as their act and deed, deliver the within written Mortgage; and that she with James G. Johnson, III, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 2nd day of November 1984.
Linda B. Osborne (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/30/90

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