The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the agreement of the Mortgagor herein or pursuant to any covenant or agreement herein contained, provided, however, that the total indebtedness secured hereby shall not exceed the original amount of the note secured hereby, plus any such additional sums so advanced to protect the security of the Mortgagee, plus interest thereon, unless the Mortgagee shall agree in writing to the contrary. All such sums shall be payable on demand and shall bear interest at the rate specified in the note secured hereby.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against such hazards as the Mortgagee may require and in such amounts and for such periods as the Mortgagee may require, but not exceeding the maximum amount and period for which such insurance is available, and in companies acceptable to the Mortgagee, and that it will pay promptly when due any premiums on such insurance. All insurance shall be carried in companies acceptable to the Mortgagee and all policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereunder or to the restoration or repair of the property damaged.

(3) That it will keep all improvements now existing or hereafter erected on the mortgaged premises insured as herein provided in lieu of and in the same manner and form as herein provided on the insurance on the buildings now or hereafter erected on said premises against loss by fire during the term of this mortgage. That it will complete its construction of the improvements now or hereafter erected on the mortgaged premises in accordance with the plans and specifications therefor submitted to and approved by the Mortgagee, if any, and will pay when due all costs and expenses incident to such construction until completion without interruption, and in such manner as to avoid any materialmen's or mechanic's lien against said premises. The Mortgagee may at all times enter upon the premises for the purpose of inspecting the same and the materials being used in the construction of the improvements thereon. The Mortgagee may make such advances as it shall deem necessary, including the completion of any such improvements on the mortgaged premises, if the Mortgagor shall default in the performance of any of the terms, conditions or covenants of this mortgage or of the note secured hereby, and such advances shall be secured by this mortgage and shall be repaid by the Mortgagor to the Mortgagee on demand, with interest at the rate specified in the note secured hereby.

(4) That it will pay when due all taxes, public assessments, and other governmental or municipal charges, fines or impositions now or hereafter levied against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises to the Mortgagee for the payment of the indebtedness secured hereby, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at any time thereafter, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event such premises are occupied by the mortgagor, and after deducting all charges and expenses attendant to such proceeding and the execution of such trust as receiver, shall apply the net income received from the rents, issues and profits to the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall be immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee be made a party of any suit involving the Mortgagor 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 be immediately due and payable immediately on demand, at the option of the Mortgagee, as part of the debt secured hereby, and may be recovered and collected hereunder.

(7) 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 this mortgage, and of the note secured hereby, that then this mortgage shall cease and be canceled and satisfied of record, otherwise it shall remain in full force and effect.

(8) That 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.

WITNESS the Mortgagor's hand and seal this 27 day of December, 19 78.
SIGNED, sealed and delivered in the presence of:

JIM WILLIAMS, INC.

By: _____ (SEAL)
Walter James Williams Jr. (SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within mortgage deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 27 day of December, 1978.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-1-81

STATE OF SOUTH CAROLINA
COUNTY OF

RENUNCIATION OF DOWER Not Necessary
Mortgagor Corporation

I, the undersigned notary public, do hereby certify that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and also her right of dower, of and in, all and singular the premises within mentioned and released.

GIVEN under my hand and seal this the _____ day of _____, 19_____.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: _____

RECORDED DEC 27 1978 at 3:41 P.M.

1328 RV.2

1290

CONSTRUCTION LOAN
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

To all whom these presents may concern: Whereas, JIM WILLIAMS, INC.

N.C.N.B. Mortgage South

TO

Whereas, the said JIM WILLIAMS, INC. is indebted to N.C.N.B. Mortgage South, as evidenced by its promissory note of even date herewith, in the sum of Ninety Thousand Dollars ($90,000.00) payable on demand, with interest thereon from date at the rate of Nine and One-Half Percent (9½%) per annum, said principal and interest being payable at the office of N.C.N.B. Mortgage South, in Greenville, South Carolina, or at such other place as the holder of said note may designate in writing from time to time, the first installment of interest to become due and payable on the 1st day of January, 1979, and subsequent installments of principal and interest to become due and payable on the 1st day of each month thereafter, the last installment of principal and interest to become due and payable on the 1st day of December, 1979, said principal and interest being payable in lawful money of the United States of America, which said note is secured by a Construction Loan Mortgage of even date herewith covering the premises described therein, and

Whereas, the said JIM WILLIAMS, INC. is desirous of securing said indebtedness to the said N.C.N.B. Mortgage South, and

Now, Therefore, in consideration of the premises and of the sum of Three Hundred Dollars ($300.00) to the said JIM WILLIAMS, INC. in hand paid by the said N.C.N.B. Mortgage South, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of said indebtedness, and the performance of the covenants and agreements herein and in said Construction Loan Mortgage of even date herewith contained, the said JIM WILLIAMS, INC. has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said N.C.N.B. Mortgage South, its successors and assigns, forever, all that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and

27th day of December 19 78
at 3:41 P.M. recorded in Mortgage Book 1456
Page 926

Register of Mesne Conveyance for Greenville County

NCNB MORTGAGE SOUTH, INC.