(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruptions, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(4) That is will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions 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 from and after any default hereunder, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receive of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expense attending such preceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward 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 become 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 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 hand 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.

(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 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.

(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 included 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 22nd SIGNED, sealed and delivered in the presence of:	Gordon E. Mason  Church A. Mason  Cheryl A. Mason	(SEAL)
Junt June		(SEAL)
mortgager sign, seal and as its act and deed deliver the with		he within named subscribed above
Note: Public for South Carolina 30/90  SEAL)  Note: Public for South Carolina 30/90	Lile B. Glara	<u> </u>
STATE OF SOUTH CAROLINA  COUNTY OF GREENVILLE  I, the undersigned wife (wives) of the above named mortgagor(s) is separately examined by me, did declare that she does from whomsoever, renounce, release and forever relinquish unto interest and estate, and all her right and claim of dower of	eely, voluntarily, and without any companion, desired to	eing privately and fear of any person and assigns, all her
GIVEN under my hand and spirition 22nd day of November, 19 82.  Notary Public for South Carolina:  Ny Commission Expires:	Chuyl A. Mason  CHERYL W. MASON  16	2855
I hereby certify that the within Mortgage has been this 29 th  day of	GORDON E. MASON and CHERYL A. MASON and TO  GEORGE T. THORNTON and JOY L. THORNTON  Route 2 Whitewater, Wisconsin 53190  Mortgage of Real Estate	NOV 29198212855X  STATE OF SOUTH CAROLINA  COUNTY OF GREENVILLE