the Mortgagor further covenants and agrees as follows:

1. That should the Mortgagor fail to make further advances as may be aforesaid hereafter, at the request of the Mortgagor, for the purpose of paying taxes, assessments, repairs or other purposes pursuant to the covenants herein, this mortgage shall also secure the Mortgagee for any amounts expended by it for such purposes, inclusive of interest thereon at the rate of eight per cent per annum. It is not intended hereby that the lien of this mortgage for such additional advances shall have priority over the lien of any mortgage or other lien which may intervene between the date of this mortgage and the date of any such additional advance, but the Mortgagee shall be entitled to receive the amount of each such additional advance, with interest thereon, out of the proceeds of any sale of the mortgaged premises, in preference to any claim of the Mortgagor, or anyone claiming under the Mortgagor, which arises subsequent to the date of this mortgage. All sums advanced by the Mortgagee for the purposes herein provided shall be payable on demand of the Mortgagee, without prejudice to any other rights accruing to the Mortgagee by reason of default in payment thereof.

2. That all compensation which may be payable for or on account of the taking of the mortgaged premises, or any part thereof, by reason of the exercise of the right of eminent domain, or for any conveyance in lieu of condemnation, is hereby assigned to the Mortgagee, and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether or not the same shall then be due and payable. The Mortgagor agrees to execute such further assignments of any compensation as the Mortgagee may require. In the event any portion of the mortgaged premises is so taken or condemned, the Mortgagee shall have the option to apply all such compensation to the reduction of the indebtedness secured hereby, whether or not due and payable, and in such order as the Mortgagee may determine, or to permit the Mortgagor to use the funds for the purpose of restoring the improvements on the premises. The Mortgagee shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate borne by the indebtedness secured hereby to the date of payment. If the mortgaged premises are sold, after default hereunder, or if the Mortgagee takes any action to foreclose this mortgage, any compensation then payable or thereafter made shall be paid directly to the Mortgagee, to the extent of the balance owing on the indebtedness secured hereby, whether or not then due and payable.

3. That all fixtures and articles of personal property now or hereafter attached to or used in connection with the mortgaged premises are hereby declared to be a permanent accession to the freehold and shall be deemed to be fixtures and a part of the realty as between the parties hereto, their heirs, successors and assigns, and all persons claiming by, through or under them, and shall be covered by this mortgage. The Mortgagor agrees to execute such further assurances thereof as may be requested by the Mortgagee from time to time. The Mortgagor shall keep the buildings now or hereafter on the mortgaged premises insured against loss by fire, with extended coverage, in an amount not less than the amount of the indebtedness secured hereby, in such company or companies as may be acceptable to the Mortgagee, with loss payable to the Mortgagee as its interest may appear, which policy or policies 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 foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee. In the event of loss, the Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, to the extent of the balance owing on the indebtedness secured hereby, whether or not then due and payable. The Mortgagee shall not be responsible for any failure to collect any insurance proceeds due upon loss or damage to the mortgaged premises, but shall have the option to collect such proceeds, to settle or compromise any claim therefor, to endorse any check or draft representing such proceeds, and to apply the same, after deduction of all charges and expenses incurred in connection therewith, to the indebtedness secured hereby, whether or not then due and payable, or to permit the Mortgagor to use the funds for the purpose of restoring the improvements on the premises. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

4. That all buildings, improvements, fixtures, articles of personal property and other property constituting a part of the mortgaged premises shall be kept in good condition and repair, reasonable wear and tear excepted, and will not be removed, demolished or substantially altered without the prior written consent of the Mortgagee. The Mortgagee may enter upon the premises at all reasonable times to inspect the condition thereof. The Mortgagor will promptly repair, restore or replace any improvement now or hereafter on the mortgaged premises which may be damaged or destroyed by any cause whatsoever, whether or not insurance proceeds are sufficient to cover the cost of such repair, restoration or replacement, and will pay when due all claims for labor performed and materials furnished therefor. The Mortgagee may, but shall not be obligated to, make such repairs, restorations or replacements, and may pay for the same on behalf of and for the account of the Mortgagor, if the Mortgagor shall fail to do so within fifteen days after written demand therefor by the Mortgagee. The Mortgagee may also enter upon the premises and take such steps as it may deem necessary to protect the security hereof, including the hiring of counsel and the employment of watchmen, and charge the expenses therefor to the Mortgagor.

5. That it will pay when due all taxes, 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.

6. 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 receiver of the mortgaged premises with full authority to take possession of the same and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the owner, and after deducting all charges and expenses attending such proceedings 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.

7. 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 the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagee become a party defendant in 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 an 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.

8. That the Mortgagee 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.

9. 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 4th day of November 19 74.

SIGNED, sealed and delivered in the presence of:

Kathy H. Rollins

Lorie L. Jones

A&B PROPERTIES, INC. (SEAL)

By: [signature] (SEAL)
President

[signature] (SEAL)
Vice-President

(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 written instrument and that s/he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 4th day of November 1974.

Kathy H Rollins (SEAL)

Notary Public for South Carolina

My Commission expires:

Lorie L. Jones

STATE OF SOUTH CAROLINA

COUNTY OF

NOT NECESSARY - MORTGAGOR IS A CORPORATION.

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, 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 all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

day of 19

(SEAL)

Notary Public for South Carolina.

RECORDED NOV 4 '74 2:40 PM

11523

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

A & B PROPERTIES, INC.

TO

FIRST PIEDMONT BANK AND TRUST COMPANY

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 4th day of November 19 74 at 2:40 P. M. recorded in Book 1326 at Page 785 As No. 11523

Register of Mesne Conveyance Greenville County

THOMAS C. BRISSEY
ATTORNEY AT LAW
110 MANLY STREET
GREENVILLE, SOUTH CAROLINA 29601

$ 50,001.00

Tracts 1 & 2 Old Rutherford Rd.
Also parcels E. Georgia Rd.
Kingswood

NOV 4 1974 X11523

Attorney At Law

4328 RV.2