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 purpose of [illegible] Mortgagor, and for any other purpose agreed between the Mortgagor and Mortgagee, but as to future advances, the lien of this mortgage shall not exceed at any one time outstanding the original amount of the mortgage debt, not including sums advanced in accordance herewith to protect the security of this mortgage; provided, however, that after the payment of the full amount of the mortgage debt, this mortgage shall secure the Mortgagee for any further loan, advance, readvance, or future obligation that may be made or incurred by the Mortgagee to the Mortgagor within twenty years from the date hereof, to the same extent as if such future loan, advance, readvance, or future obligation were made or incurred on the date of the execution of this mortgage, although there may be no indebtedness outstanding at the time any such future loan, advance, readvance, or future obligation is made or incurred. The total amount of indebtedness that may be secured may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the original amount of the mortgage debt, actually advanced, and any disbursements made for the payment of taxes, special assessments, or insurance on said real estate, with interest on such disbursements, as provided herein. This mortgage shall not secure any future advances (other than those made to protect the security of this mortgage) after the Mortgagee has actual knowledge of the conveyance of the mortgaged property to a third party. The lien of this mortgage shall have priority as of the date hereof over any mechanic's lien which may be filed after the date hereof for labor performed or materials furnished in connection with improvements made to the mortgaged property, whether or not the Mortgagee has knowledge of the beginning of construction or delivery of materials. All sums advanced by the Mortgagee for the payment of taxes, special assessments, or insurance on said real estate shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.

2. That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the greater of the full insurable value or the total debt secured hereby, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that the 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, and that it will pay all premiums therefor when due and that it does hereby assign to the Mortgagee the proceeds of any insurance policies insofar as the amount thereof may be necessary to discharge the indebtedness hereby secured, and does hereby authorize each insurance company concerned to make payment for a 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 hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee, and the Mortgagee is hereby authorized to make, execute and deliver, in the name of the Mortgagor, any assignment or other instrument necessary to effectuate such transfer.

3. That it will keep all improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer any waste of the property. That it will not remove any building from the property without the consent of the Mortgagee. That it will complete within a reasonable time any building now or at any time in process of erection upon the property. That it will comply with all requirements of law or municipality or restrictive covenants with respect to the property and the use thereof. That the Mortgagee may enter upon the property at all reasonable times to inspect the property, and that if the property is now or becomes vacant or unoccupied the Mortgagee may enter and take possession of the property to protect it from damage.

4. That it 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 covenants 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 mortgaged premises 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 mortgagor, and after deducting all charges and expenses attending such proceeding 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 defendant to 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 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 of all thereupon become due and payable to the attorney at the option of the Mortgagee as a part of the debt secured hereby and may be recovered and collected hereunder.

7. That the Mortgagee shall hold and enjoy the premises aforesaid 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 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 31 day of July 19 75

SIGNED, sealed and delivered in the presence of

Ewell K. Hilton (SEAL)

Sharon C. Kinsler (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF

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 mortgage and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 31 day of July 19 75

Sharon C. Kinsler SEAL Ewell K. Hilton

Notary Public for South Carolina
My Commission Expires: 7-24-79

STATE OF SOUTH CAROLINA
COUNTY OF

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, 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 or persons whomsoever, renounce, release and forever relinquish unto the mortgagee and the mortgagee'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
My Commission expires

Recorded Aug 15 '75 at 10:52 Am

P.O. Box 10005
Greenville SC 29605
STATE OF SOUTH CAROLINA
COUNTY OF Greenville
County of Anderson

Payne R. Hilton
Elo Brantford Lane
Greenville, S. C. 29605

TO

Filed for record in the Office of the R.M.C. for Greenville County, S.C. at 10:52 A.M. Aug 15 '75 and recorded in Mortgage Book 1296 at Page 251

R.M.C. for G. Co., S. C.

Engelwood Rd. Ext.
P.O. Box 10005
Greenville, S.C. 29605

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