

S.C., as Trustee, its successors and assigns forever.

And the said Paris Mountain-Caesars Head Company does hereby bind itself and its successors to warrant and forever defend all and singular the said Premises unto the said The South Carolina National Bank of Charleston, S.C., as Trustee, its successors or assigns, against itself, its successors or assigns, and against every Person whomsoever lawfully claiming or to claim the same or any Part thereof.

It is hereby declared that the lien of this mortgage shall be for the Pro rata Protection of the holders of said notes and Coupons, which shall be secured equally and ratably, irrespective of the maturity dates of said notes.

The Mortgagor has laid off and graded certain Streets and Roads through said lands, and has made certain other improvements thereon, and has divided a portion of said lands into lots suitable for building sites. It is agreed that the Mortgagor shall be at liberty to offer the said lots for sale and shall be entitled to have the Trustee release from the lien of this mortgage, any lots which may be sold, on complying with the conditions hereinafter expressed to-wit:-

The Mortgagor shall first submit to the Trustee a scale of minimum Prices to be charged for lots which it proposes to sell. If the Trustee shall, in writing, approve of said Prices, then the Mortgagor may offer the said lots for sale at not less than the Prices so stated. Each sale shall be reported to the Trustee at the actual Price obtained, and at least eighty Per cent of the Proceeds of sale, either in Money or first mortgage of the Premises so sold, shall be turned over to the Trustee to be held as a fund which may be used in the payment of interest as it accrues, and for the Purchase and retirement of any of said notes at par, and interest, and for the payment of said notes as the same shall become due. Provided, however, that the mortgagor, and the Trustee, with the consent of The First National Bank of Greenville, S.C., and B. E. Geer, Treasurer, shall be at liberty, from time to time, to agree upon any changes in Price which they may deem advisable. and Provided further that the Trustee, with the consent of The First National Bank of Greenville, S.C., and B. E. Geer, Treasurer, (1) may, after a substantial reduction of the mortgage indebtedness, reduce the amounts to be paid for release of the lien on the lots sold, and (2) may in the case of the sale of the whole or a large part of either of the mortgaged tracts of land, execute a release of the mortgage lien on the land so sold on payment of such part of the Proceeds of sale as shall be approved by the Trustee and both of said Parties, and Provided that the Trustee shall not be bound to accept as a part of the Proceeds of sale any mortgage which may be regarded as doubtful. and Provided further that when the Trustee shall execute a release of any of said lands the Purchaser may rely thereon, and