and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said XXXXX SOUTH CAROLINA

NATIONAL BANK MORTGAGE CORP.

, its successors and assigns, the

following described real estate situated in the County of

Greenville

, State of South Carolina

SEE SCHEDULE "A" ATTACHED HERETO FOR DESCRIPTION

The Mortgagor hereby covenants and agrees that it shall not sell, convey or transfer the property which is the security for this mortgage nor pledge as collateral for any other loans, any of the property which is the subject of this mortgage without the prior written consent of South Carolina National Mortgage Corp.

The Mortgagor hereby covenants, agrees, and acknowledges that the debt evidenced by the property which is the subject of this mortgage is also secured by a mortgage of even date given by the Mortgagor to the Mortgagee on property located in Columbia, South Carolina, which is shown on Schedule "B" attached hereto, and that the Mortgagor acknowledges that said properties are subject to first mortgages given to Aetna Life Insurance Company on the property which is the subject of this mortgage and to The Philadelphia Saving Fund Society on the property which is the property herein referred to and shown on Schedule "B", and that in the event any default, for any reason, on either of the aforesaid loans to Aetna Life Insurance Company or to The Philadelphia Saving Fund Society, that such default shall constitute a default hereunder and that the South Carolina National Mortgage Corp. is granted the option and the right to declare all sums then owing to be immediately due and payable.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all buildings, structures and other improvements now or hereafter located thereon, and all and singular the tenements, hereditaments, appurtenances, privileges and easements, now or hereafter belonging or in any way appertaining to said property, or any part thereof, and all the estate, right, title and interest of the Mortgagor, in and to said property, and the rents, issues and profits thereof; and together also with all machinery, equipment, apparatus, motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings now or hereafter owned by the Mortgagor and now or hereafter located upon, or used, useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said XXIXX SOUTH CAROLINA NA-

TIONAL MORTGAGE CORP. , its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said

KKR SOUTH CAROLINA NATIONALXXXXX ... MORTGAGE CORP., its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.