

TOGETHER with all and singular the said members were distinctly and fully informed of the said documents belonging, or otherwise to the testator.

TO HAVE AND TO HOLD, of and singular the said **Greer**, his wife **we**

hereby bind our officers, employees, partners and agents to warrant and defend the title to the property described in the Deed.

OF 100,000,000 U.S. Greer
shares, executors, administrators and attorneys and all others whom sever lawfully claiming or to claim the same or any

part thereof and our heirs, executors, administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the extinguishing of these presents I was well-reared of the above described premises as a good and sufficient estate in fee simple and have good right to sell and transfer and convey the same, and that the same are free from all encumbrances, and claims whatsoever.

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES,

1. The mortgagor will pay said little or nothing on arrears and in said little or nothing provided and agrees that all overdue interest and past due principal shall draw interest at the rate of seven (7) per cent per annum.

2. Before they become owing, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may thereafter become due on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagee or his assigns on this instrument or the sum hereby secured or evidenced by said instrument, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum sum fixed by law, but if it does, the excess is to be paid by the mortgagor, and will immediately deliver to the mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the mortgagee may pay such taxes, assessments and charges for which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence; and any amount so paid shall be due and payable immediately on demand at the option of the mortgagee with interest at six (6%) per cent per annum and shall be secured by this instrument.

3. The mortgagor will keep the buildings so leased in good repair and will not make any change in the policy or policies of insurance on said buildings without the written consent of the trustee, and will a mortgagee, if such a mortgagee shall be appointed by the trustee, give to the trustee, and deliver to the trustee, such documents as the trustee may require, to enable the trustee to have the exact record of the title to the buildings, and to make all arrangements necessary to have the same be due and payable from the mortgagor at the time of the sale of the buildings, as provided in Article 142, one year per annum and thereafter, at the option of the trustee, to be paid in advance, or in arrears, and the trustee may, whether endorsed payable to the mortgagor or not, may be entitled to payment of the principal, interest, or any other sum secured by this instrument, whether due or not, or to the payment or non-payment of any building on said premises without in any way affecting the lien of this instrument or the liability of the mortgagor or any other person for payment of the indebtedness hereon, provided, however, that the trustee be the true owner of said premises or not.

4 Such excesses and fees as may be required in the protection of the premises and the maintenance of the term of this instrument, including the expenses of attorney, attorney by the mortgagee in any litigation or proceeding affecting said property, shall be paid to the mortgagee and his agent by this instrument. And it is further agreed that in case the costs resulting by reason of any suit or action collected by suit or action, or the mortgage be foreclosed or sold, and the amount of money so collected, after deducting all action or foreclosure the said mortgagee shall be chargeable with all costs of collection, including attorney's fees, less than ten percent (10%) of the amount so collected, and the balance of such amount, if any, shall be retained by the mortgagee, and no interest upon or thereon.

5. The mortgagor shall not lay on the roof or any part of the roof of said premises nor demolish or remove any building without the written consent of the mortgagee.

6. In the event of the passage after the date of this instrument of any law of the State in which the mortgaged premises are situated or tending from the value of the land for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the mortgagor shall immediately become payable and collectible at that place.

7 In the event of default in the payment of the right-handers herein recited or any part thereof or in any of the covenants or conditions of this mortgage at the option of the mortgagor without notice, notice of the exercise of such option hereby expressly waived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible and the mortgagor shall have power to sell said premises according to law and this mortgage may be foreclosed and the mortgagor shall be entitled to the immediate appointment of a receiver without notice for the collection of the rents of said premises during the pendency of such foreclosure and the rents and profits of the premises during the time of the holding over, and to the payment of all costs, expenses, taxes, fees, charges and expenses of every kind.

8. That no portion of the said premises shall be used for any unlawful purpose.

9. The mortgagor will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and appurtenances in thorough repair and condition and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times be in good condition fit and proper for the respective purposes for which they were originally erected or installed.

10. In the event of default in the payment of the indebtedness hereby created, or any part thereof, or in the performance of any of the covenants or conditions of this mortgage, in addition to any other rights or remedies which the mortgagee may have by virtue of the provisions thereof or by law, the mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises and as a mortgagee in