It is certified by the mertgager that upon completion of the Anderson and Greenville projects the buildings, installations, and personal property covered by this mertgage will be completely adequate for the operation of dhive-in theorems of a minimum capacity of $\frac{1}{1000}$ cars at Anderson, $\frac{1000}{10000}$ cars at Golumbia.

said promises unto the said The South Carolina Mational Bank of Charleston (Columbia Branch), its successors and assigns, forever, and Brive-In Theatres of S. C., Inc., does hereby bind itself, its successors and assigns, to warrant and Carover defend all and singular the said promises unto the Stid The South-Carolina Mational Bank of Charleston (Columbia Branch), its successors and assigns, from and against itself, its successors and assigns, from and against itself, its successors and assigns, and all other persons whomseever lawfully claiming or to claim the same or any part thereof, except current taxes upon the property several hereby and easements and restrictions affecting the same.

IT IS AGREED by and between the parties hereto that the said mortgager, its successors and assigns, shall and will keep the installations now created and being created upon said properties insured against fire and windstorm commonsurate with their progress towards completion, sixty-six and two-thirds per cent of replacement value being considered commonsurate, and will place upon the policies of insurance therefor a standard mortgage clause in favor of the said The South Carolina Mational Bank of Charleston (Columbia Branch), its successors and assigns, and in case the mortgager shall at any time neglect or fail to do so, then the said The South Carolina Mational Bank of Charleston (Columbia Branch), its successors and assigns, may cause the same to be insured for the aforesaid amount and may reimburse itself for the promiums and expense of such insurance under this Mortgage.

It is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid to the said mortgages, its successors and assigns, mortgages shall and will pay all taxes on the property hereby mortgages, when due and payable, and in case it fails to do so, the said mortgages, its successors or assigns, may pay said taxes, together with any costs or penalties incurred thereon or any part thereof, and reimburse itself for the same under this Mortgage.

And it is agreed by and between the parties herete that in case of default in the payment of the indebtodness hereby secured, either principal or interest as herein provided for, then upon thirty (30) days written notice to the mortgager and unless the mortgager shall in that period cure said default, the whole amount of the debt secured by this Nortgage shall become due and payable at once.

PROVIDED, ALWAYS, NEVERTHELESS, that it is the true intent and meaning of the parties to these presents that if the said Drive-In Theatres of S. C., Inc., does and shall well and truly pay, or cause to be paid, unto the said The South Carolina Retional Bank of Charleston (Columbia Branch), its successors