- 30. The mortgagor has heretofore executed to the mortgagee a mortgage covering the premises hereinabove described, dated October 11, 1960, in the principal sum of \$102,000.00, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 838 at page 431. It is understood and agreed that any default in the performance of the terms, covenants or provisions of said mortgage or of the promissory note which it secures shall constitute a default under the provisions of this mortgage; and any default in the performance of the terms, covenants or provisions of this mortgage or of the promissory note which it secures shall constitute a default under the provisions of the aforesaid prior mortgage. It is further understood and agreed that the mortgagor will not demand the assignment of either this mortgage (or the promissory note which it secures) or of the aforesaid prior mortgage (or the promissory note which it secures) so long as the mortgagee continues to hold the other mortgage and note.
- 31. The mortgagor will submit to the mortgagee annual audit reports of its operation. Each such annual audit report shall be certified by a Certified Public Accountant and prepared in accordance with standard accounting procedures and shall be rendered within 90 days after the end of the fiscal year of Greenville Freezer Storage, Inc.
- 32. The mortgagor will submit to the mortgagee annual audit reports of the operation of Pearce-Young-Angel Company. Each such annual audit report shall be certified by a Certified Public Accountant and prepared in accordance with standard accounting procedures and shall be rendered within 90 days after the end of the fiscal year of Pearce-Young-Angel Company.
- 33. The said mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against itself and its successors and assigns, and against every person or persons whomsoever lawfully claiming