

and any and all future indebtedness of Quality Plumbing and Heating Company, Inc. to Noland Company, Incorporated, arising in any manner whatsoever, or of any other liabilities of the Mortgagor or Quality Plumbing and Heating Company, Inc. or W. C. Fleming to the Mortgagee, its successors and assigns, due or to become due, or which may hereafter be contracted or existing for any reason, the undersigned W. C. Fleming has executed the within mortgage over the premises described herein. It is further agreed and understood that the within mortgage is a second mortgage, second only in priority to a mortgage to Peoples National Bank of Greenville, South Carolina.

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

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his Heirs, Successors, Executors, Administrators, and Assigns forever, and the Mortgagor hereby binds himself and his Heirs, Successors, Executors, Administrators, and Assigns, to warrant and forever defend all and singular the said premises unto the said Mortgagee, his Heirs, Successors, Administrators, Executors, and Assigns from and against himself, his Heirs, Successors, Executors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof, except as to easements and restrictions of record, if any.

And the undersigned Mortgagor, for himself, his Heirs, Successors, Administrators, Executors and Assigns, covenants and agrees, as a part of the consideration upon which this loan was obtained, as follows:

1. That the words "mortgagor" and "mortgagee" herein, and the pronouns relating to them shall include all genders, the singular or plural, and persons or corporations.

2. That he will pay all taxes, charges and assessments on or against the mortgaged premises before delinquency.

3. That he will neither permit nor commit waste, alterations or removal of improvements now or hereafter thereon without the Mortgagee's written consent.

4. That he will insure the buildings now or hereafter on the mortgaged premises for not less than full insurable value, and keep the same insured from loss or damage by fire, war damage and other hazards, including wind storm and tornado, and against such other casualties as the Mortgagee may require, and assign the policy to the Mortgagee, and pay the premium for such insurance.

5. That upon default in the payment of any part of principal or interest of the debt hereby secured, or upon failure to fulfill and perform any covenant or agreement in this mortgage contained, such default or failure shall operate as an express assignment of the rents and profits from the mortgaged premises and shall entitle the Mortgagee or the holder hereof to have a receiver appointed, in open court or at chambers, upon ex parte application, to take charge and possession of the premises and collect the rents and profits and apply the net proceeds upon the mortgage debt or any unpaid taxes, insurance or other assessment, cost or expense, without liability to account for more than the rents and profits actually received, less all costs and expenses.

6. That, on failure of the Mortgagor to pay taxes, assessments, etc., and insurance premiums, the Mortgagee shall have the right, but shall not be required, to pay the same and recover the amounts paid as a part of this mortgage debt with interest from the date of payment at seven per cent per annum.

7. That, upon any such default, or failure, the Mortgagee, his Heirs, Successors or Assigns, or the holder hereof, shall have the option of declaring the entire debt secured hereby past due and the conditions of this mortgage broken, and shall have the right to immediately foreclose the same; but a failure to declare maturity for any one or more defaults or failures shall not be deemed a waiver of the right to invoke this acceleration clause for any subsequent default or failure.