

BEGINNING at old iron pin on the southern side of the right of way of Interstate Highway 85 in line of property of Pet, Incorporated, and running thence along the line of said property, S. 11-35 E. 900 feet to old iron pin; thence turning and running S. 82-52 W. 593.6 feet to a point in line of property of Greater Greenville Sewer District Commission; thence turning and running along the line of said property N. 32-47 W. 315.95 feet to old iron pin; thence still along said property of Greater Greenville Sewer District Commission N. 30-51 W. 594.4 feet to old iron pin on the southern side of the right of way of Interstate Highway 85; thence turning and running along said right of way N. 78-26 E. 902.35 feet to old iron pin, the point of beginning.

The leasehold interest herein mortgaged is that certain lease dated October 5, 1970, between Wenwood South, Inc., Landlord, and Bell Pharmacal Corporation, Tenant, recorded in the Office of the RMC for Greenville County in Deed Book _____, at Page _____.

And mortgagor, for itself, its successors and assigns, doth further covenant with mortgagee, its successors and assigns, as follows: (1) To pay the said sum of \$600,000.00 and interest thereon as the same shall become payable. (2) To keep the said buildings in good and tenantable repair, and that it shall be lawful for mortgagee, its successors and assigns, at all reasonable times to enter upon and view the state of the premises, and that upon receiving notice from it of any defect in the repair or condition of the premises, mortgagor will make good such defect. (3) To pay all taxes and assessments levied or assessed on the said premises or any part thereof immediately upon the same becoming due or payable, and to produce the receipts for such payments to the mortgagee, or its successors and assigns. (4) Not to commit or suffer any strip or waste of the said premises or to do or permit to be done thereon anything that may in any way impair the security of this mortgage. (5) To pay the said yearly rent by the said indenture of lease reserved in accordance with the terms and covenants therein contained, and to observe and perform all the other covenants, agreements, and conditions in said indenture contained on the part of the lessee therein to be observed and performed, and to keep indemnified the mortgagee, its successors and assigns, against all actions, proceedings, costs, claims and damages by it incurred or sustained in respect of the non-payment of the said rent or the non-observance or non-performance of the said covenants, agreements and conditions, or any of them.

And it is hereby further expressly agreed that in the event of any failure on the part of mortgagor, its successors and assigns, to insure said buildings and to deliver said policies, or to keep the said buildings in repair, or to pay said taxes and assessments, or to pay said rent by said indenture of lease reserved, as hereinbefore provided, then and in either or any such event said mortgagee, its successors or assigns, shall be at liberty to apply for and shall be entitled as a matter of right to the appointment by any court having jurisdiction of a receiver of the rents and profits of the said

(Continued on the back hereof.)

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 said ~~THE PEOPLES NATIONAL BANK,~~ THE PEOPLES NATIONAL BANK, GREENVILLE, SOUTH CAROLINA, its ~~Successors~~ Successors ~~and Assigns~~ and Assigns forever.

AND the said BELL PHARMACAL CORPORATION

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said THE PEOPLES NATIONAL BANK, GREENVILLE, SOUTH CAROLINA, its Successors and assigns and against every person whomsoever ~~and~~ and Assigns, from and against itself and its Successors lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than Six Hundred Thousand and no/100ths (\$600,000.00) Dollars

~~AND~~ in such Company as shall be approved by the Mortgagee, its Successors, executors, administrators or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee, its Successors, executors, administrators or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, its Successors, executors, administrators or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, its Successors, executors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.