The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for any further loans, advances, readvances, or credit that may be made hereafter to the Mortgagor, or to his successors or assigns, up to the amount stated on the face hereof, so long as the total of such loans, advances, readvances, or credit does not exceed the original amount shown on the face hereof. All sums so advanced shall be secured hereby and shall be repayable as may be agreed upon between the Mortgagor and the Mortgagee, or their successors or assigns, unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly any premium therefor and that all such insurance shall be carried in companies approved by the Mortgagee and that the loss thereunder shall be payable to the Mortgagee, and that it will pay all premiums therefor when due and that it hereby assigns to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company to which any request may be made to make payment for such loss directly to the Mortgagee, to the extent of the balance owing on the indebtedness secured hereby, and the Mortgagor agrees to sign, upon demand, any further assignment and/or authorization necessary or desirable to effectuate the same.

(3) That it will keep all improvements now existing or hereafter erected on the mortgaged property in good repair and that it will continue construction until completion (without interruption for a period in excess of 15 days) of any building now or hereafter commenced on said premises, that it will not remove or demolish any building thereon, that it will not commit or suffer any waste on said premises, that it will not plow, cultivate or otherwise disturb the premises hereby mortgaged in any manner which would tend to decrease the value of the mortgagee's security, that it will make, when due, all payments required to be made for taxes, assessments or insurance on said premises, that it will not permit the same to be vacated or abandoned, that it will not make any material alteration in said premises except with the consent of the Mortgagee, that it will comply with all requirements of law or municipality or other governmental agency with respect to said premises and the use thereof, that it will promptly repair, restore, replace or rebuild any building now or hereafter on said premises which may become damaged or be destroyed, whether or not the insurance proceeds, if any, shall be sufficient for the purpose, that it will keep said premises free of all liens, save the lien of this mortgage and taxes not due and payable, that it will maintain and preserve the lien of this mortgage so long as any part of the indebtedness or obligation secured hereby shall remain unpaid, that it will from time to time do all acts and execute all documents and papers and deliver the same to the Mortgagee necessary in the opinion of the Mortgagee to effectuate the intent of this mortgage and to preserve the lien hereof and the priority thereof, that it will appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee, that it will pay all costs, charges and expenses, including reasonable attorneys' fees, incurred or paid by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of this mortgage or of the note secured hereby, that it will reimburse the Mortgagee for any sums, including reasonable attorneys' fees, paid or incurred by the Mortgagee pursuant to any of the provisions hereof or of the note secured hereby, and that it will pay immediately without demand all sums so expended by the Mortgagee, with interest from the date of payment at the rate of 8 per cent per annum, and that it will charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(4) That it will pay, when due, all taxes, public assessments and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall included the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 8th day of March 1971

SIGNED, sealed and delivered in the presence of:

Loretta H. Ebert

Dorothy F. Beitsch (SEAL)

Dorothy F. Beitsch

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 8th day of March 1971

(SEAL)

Loretta H. Ebert

Notary Public for South Carolina.

My commission expires:

JACK L. BLOOM
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES AUGUST 16, 1977

STATE OF SOUTH CAROLINA

COUNTY OF

NOT NECESSARY - MORTGAGOR IS A WOMAN

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

day of 19

(SEAL)

Notary Public for South Carolina.

Recorded March 8, 1971 at 3:29 P. M., #20810

REC'D PAID