The Mortgagor further covenants and agrees as follows:

1. That the Mortgagor will pay the Mortgagee [illegible] the principal and interest evidenced by the said note of even date herewith, in the manner provided therein. The mortgage shall secure the Mortgagee for any further sums advanced [illegible] the Mortgagee to the Mortgagor for any purpose at any time before the cancellation of this mortgage, not exceeding the original amount of the note, to the same extent as if such future advances were made on the date of the execution of this mortgage. All such future advances shall bear interest at the same rate as the mortgage debt and shall be payable on demand or at the Mortgagee's option on such dates as shall be specified in writing.

2. That it will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and such other hazards specified by Mortgagee, in an amount not exceeding the mortgage debt, or such lesser amount as may be required by the Mortgagee, and in companies acceptable to the Mortgagee. All such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereunder or to the restoration or repair of the property damaged. In the event of the foreclosure of this mortgage or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

3. That it will keep the improvements now existing or hereafter erected on the mortgaged premises in good repair and will not commit or suffer any waste and will not do or suffer to be done any act which will increase the risk of fire or other hazard to the mortgaged premises without the express written consent of the Mortgagee. That it will not remove any building from the premises without the express written consent of the Mortgagee. That it will keep the premises free from weeds and will cut weeds when and as may be required by any ordinance of the municipality in which the premises are located. That it will not permit or suffer any unlawful use of or nuisance upon the premises. That it will not initiate or acquiesce in any change in the character or use of the premises without the express written consent of the Mortgagee. That it will make such repairs to the premises as may be required by the Mortgagee from time to time upon its demand. That it will not permit any material alteration to be made in any building now or hereafter erected on the premises without the express written consent of the Mortgagee.

4. That it will pay when due all taxes, public assessments and other governmental or municipal charges, fines or impositions lawfully levied or assessed against the mortgaged premises. That it will comply with all governmental and municipal laws and ordinances applicable to the mortgaged premises.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises from [illegible] and gives the Mortgagee, or its agent, the right to collect the same for the purpose of paying the taxes, insurance premiums, and all other charges and assessments against the premises, and for the payment of the indebtedness secured hereby, and hereby authorizes the Mortgagee, or its agent, upon default in any of the covenants or conditions of this mortgage, to take possession of the premises and collect the rents, issues and profits, and to apply the net proceeds, after deducting all charges and expenses attendant to such proceeding, including reasonable attorney's fees, to the payment of the indebtedness secured hereby.

6. That if there is any default in any of the terms, conditions or covenants of the mortgage or of the note secured hereby, then at the option of the Mortgagee, all sums due hereunder by the Mortgagor to the Mortgagee shall be immediately due and payable, and this mortgage may be foreclosed, and the land and premises be sold in the manner provided by law for the foreclosure of mortgages. Mortgagee's attorney's fees, not exceeding 15% of the principal and interest due hereunder, shall be allowed if collected by law or through an attorney at law. All rents, issues and profits of the premises shall be applied to the payment of the indebtedness secured hereby, and the Mortgagee, or its agent, shall be entitled to the appointment of a receiver to collect the same. The Mortgagee may bid at any foreclosure sale of the premises and become the purchaser thereof. The Mortgagee may, at its option, add any unpaid taxes, assessments, insurance premiums, or other charges, and any part of the principal or interest secured hereby, which shall be in default, to the principal of the note secured hereby, and the Mortgagee may, at its option, declare the entire principal and interest due and payable forthwith, and may proceed to collect the same as a part of the debt secured hereby, and shall be entitled to interest thereon at the rate of the note.

7. That the Mortgagee may, at its option, without notice to the Mortgagor, or any other person, and without releasing the Mortgagor from any obligation hereunder or under the note secured hereby, perform any obligation of the Mortgagor hereunder or under the note secured hereby, in any manner deemed by the Mortgagee reasonably necessary to protect the security hereof, and the Mortgagee is authorized to enter upon the premises for such purpose. All sums so paid by the Mortgagee, and all costs and expenses (including reasonable attorney's fees) incurred by the Mortgagee in connection with the performance of any such obligation, shall constitute a part of the indebtedness secured hereby, and shall be payable upon demand by the Mortgagee, and bear interest at the same rate as the mortgage debt, and be secured by this mortgage.

8. That the covenants herein 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 include 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 13th day of April 1978

SIGNED, sealed and delivered in the presence of:

Archibald W. Black — William W. Henderson (SEAL)

Sandra M. Bridwell — Annie Sue Henderson (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF

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 13th day of April 1978

Archibald W. Black — SEAL — Sandra M. Bridwell

Notary Public for South Carolina
My Commission Expires: 3/24/91

STATE OF SOUTH CAROLINA
COUNTY OF

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 13th day of April 1978

Annie Sue Henderson

Archibald W. Black — SEAL — (LS)

Notary Public for South Carolina.
My commission expires: 3/24/91

RECORDED APR 17 1978 at 10:25 A.M. 36557

LONG, BLACK AND GASTON
APR 17 1978
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WILLIAM W. HENDERSON AND
ANNIE SUE HENDERSON

TO

BANKERS TRUST

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 17th day of April 1978 at 10:25 A.M. recorded in Book 1428 of Mortgages, page 970

As No.

Register of Mesne Conveyance Greenville County

$11,338.80

LONG, BLACK & GASTON
ATTORNEYS AT LAW
109 East North Street
Greenville, S.C. 29601

Lot 80 Daisy Dr. Pine Hill Village
Gantt Tp.

4328 RV.2