The Mortgagor further covenants and agrees as follows:

1. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, to the payment of taxes, insurance premiums, public assessments, repairs or for any other purpose authorized herein, or in any other mortgage given by the Mortgagor to the Mortgagee, or any indebtedness due the Mortgagee by the Mortgagor, direct or indirect, hereafter created, however evidenced, provided, however, that the total indebtedness thus secured shall at no time exceed the original amount of this mortgage. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand or on the Mortgagee's demand unless otherwise provided 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 any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to the Mortgagee, and that 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, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises, and does hereby authorize each insurance company concerned to make payment for a loss covered by such policy directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

3. That it will keep all improvements now existing or hereafter erected on the mortgaged premises in good repair and in tenantable condition and that it will commit no material or serious waste thereon, and should default be made in the payment of any sum expended by the Mortgagee under the authority hereof, or should default be made in any other covenant or agreement herein contained, then the Mortgagee may, at its option, make such repairs as it may deem necessary, including the completion of any construction work in progress, and may pay for such repairs or the completion of such construction, and the amount so paid shall be added to the mortgage debt.

4. That it will pay, when due, all taxes, public assessments and other governmental or municipal charges, fines or impositions, for the payment of which a lien may be imposed against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations applicable to the mortgaged premises.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises to the Mortgagee as further security for the payment of the indebtedness hereby secured and that, should legal proceedings be instituted pursuant to this instrument or any other lien or security instrument, the Mortgagee may apply for the appointment of a receiver of the mortgaged premises, and it shall be authorized to take possession of the premises and operate the same and collect the rents, issues and profits, including a reasonable period to be fixed by the Court in the foreclosure proceedings, and to apply the net income, after deducting all charges and expenses attendant to such proceeding and the operation of its trust as receiver, shall apply the net income 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 owing by the Mortgagor to the Mortgagee shall 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 an attorney at law for collection by reason of default hereunder, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon be due and payable, and shall be collectible 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 Mortgagee shall have the right to foreclose the lien of this mortgage from time to time, and that until there is a default under this mortgage or in the note secured hereby, the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage and of the note secured hereby, then this mortgage shall be satisfied in full 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 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 14th day of April 1978

SIGNED, sealed and delivered in the presence of:

W. Allen Reed

John S. Tagen, Jr.

Ronald C. Ayers, Jr. (SEAL)

Ronald C. Ayers, Jr. (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 14th day of April 19 78

W. Allen Reed (SEAL) John S. Tagen, Jr.

Notary Public for South Carolina
My Commission Expires: 11/23/80

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

NOT REQUIRED - PURCHASE MONEY MORTGAGE

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 April 19 78

(SEAL)

Notary Public for South Carolina.
My commission expires:

RECORDED APR 19 1978 at 3:56 P.M. 30958

PAID TO
R. V. Magill
103 West Stone Ave.
Greenville, S.C., 29609

APR 19 1978 X30958X

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Ronald C. Ayers, Jr.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 19th day of April 1978 at 3:56 P.M. recorded in Book 1429 of Mortgages, page 344

As No.

Register of Mesne Conveyance Greenville County

$14,000.00

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

Pt Lots 6,7,& 8, S. C. Hwy 14
Austin Mt.

4328 RV.2