

The Mortgagee covenants and agrees as follows:

1. That the Mortgagee shall use the Mortgage for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, mortgage premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thereon does not exceed the original amount of the loan on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the premises hereinafter created or hereafter created on the mortgaged property insured as may be required from time to time by the Mortgagee against fire, theft and any other hazards specified by Mortgagee in a sum not less than the mortgage debt, or such other amounts as may be required by the Mortgagee and in compliance therewith, and that all such policies and renewals thereof shall be held by the Mortgagee and the proceeds therefrom shall be paid to the Mortgagee in full of any loss or damage acceptable to the Mortgagee, and that it will pay all premiums therefor which shall be deemed to be a charge against the Mortgagee's proceeds of any policy insuring the mortgaged premises and does hereby covenant and agree to indemnify the Mortgagee for the payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

(3) That it will keep the premises hereinafter created or hereafter created in good repair, and, in the case of a construction loan, that it will continue to make such repairs and improvements as may be required, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make such repairs and improvements as may be required, and charge the expenses for such repairs or the completion of such construction to the Mortgagee.

(4) That it will pay when due all taxes, assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all laws, ordinances 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 rents, issues and profits of the mortgaged premises and collect the rents, issues and profits, including a reasonable fee 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 proceedings and the maintenance of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

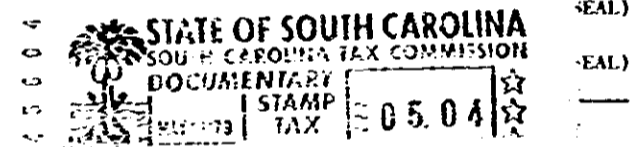
(6) That if there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagee to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should 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 received and collected hereunder.

(7) That the Mortgagee 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 Mortgagee 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 include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagee's hand and seal this 11th day of May, 19 79.

SIGNED, sealed and delivered in the presence of:
Donald James Sampson (SEAL)
Doris L. Jones (SEAL)
F. C. Pickens (SEAL)
Myrtle C. Pickens (SEAL)



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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 11th day of May, 19 79
Doris L. Jones (SEAL)
Notary Public for South Carolina.
My Commission Expires: March 19, 1989

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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 whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor'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 11th day of May, 19 79
Donald James Sampson (SEAL)
Notary Public for South Carolina.
My Commission Expires: March 19, 1989
Myrtle C. Pickens

\$12,500.00
Lots Rebecca St., Nicholstown
Greenville Tp.

DONALD JAMES SAMPSON
108 LAVINIA AVENUE
POST OFFICE BOX 772
GREENVILLE, SOUTH CAROLINA
29602

RECORDED MAY 11 1979 at 11:11 A.M.
Mortgage of Real Estate
SOUTHERN BANK AND TRUST COMPANY
306 East North Street
Greenville, S. C. 29601

32952
MAY 11 1979
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
F. C. PICKENS AND
MYRTLE C. PICKENS