

1. Mortgagor will pay to Mortgagee, its successors and assigns, the said sum of One Hundred Twenty Thousand Dollars (\$120,000.00), and the interest payable thereon, in accordance with the terms of the Note.

2. Mortgagor is lawfully seized of an indefeasible estate in fee simple in the real estate above described. The title of Mortgagor to the Mortgaged Property is free and clear of all encumbrances and liens whatsoever, saving and excepting a prior mortgage to South Carolina National Bank dated October 27, 1972 and recorded in the R.M.C. Office for Greenville County in Book 1255, at Page 21, which said mortgage was assigned to Southern Life Insurance Company by assignment dated December 28, 1972 and recorded in the R.M.C. Office for Greenville County in Book 1262, at Page 60, utility easements, rights of way and other restrictions of record, and Mortgagor has a good and legal right to grant and convey the Mortgaged Property to Mortgagee as herein provided. Mortgagor will warrant and forever defend the title of the Mortgaged Property unto Mortgagee against all claims and demands whatsoever, except as specifically provided hereinabove, and will forever warrant, secure and defend the quiet and peaceful possession of the Mortgaged Property against other claims and demands.

3. Mortgagor at all times will maintain, preserve and keep the Mortgaged Property, and every part thereof, in good repair, working order and condition, and from time to time will make all needful and proper repairs, additions and improvements thereto, and renewals, replacements, extensions and betterments thereof. Mortgagee from time to time may inspect the Mortgaged Property.

4. Mortgagor will pay and discharge, as they become due and payable, all taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America, or any state, county, municipality or other taxing authority, upon or in respect to the Mortgaged Property, or any part thereof, or any charge which, if unpaid, would become a lien or charge thereon prior or equal to the lien of this Mortgage, or which would have priority or equality in the distribution of the proceeds of any sale of the Mortgaged Property, or any part thereof. In any event, however, Mortgagor shall have the right in good faith to contest any tax, assessment or other charge which is believed to be unjust or illegal. Mortgagor will not suffer any mechanics', laborers', statutory, tax or other lien which might or could be prior or equal to the lien of this Mortgage, to be created or to remain outstanding upon any of the Mortgaged Property. Mortgagee may pay and discharge any such tax, assessment, charge or lien, and the amount so paid, with interest thereon as provided in said Loan and Security Agreement, shall be repayable forthwith, and if not so repaid shall be added to the principal amount owing hereunder, shall be secured by this Mortgage, and shall be recoverable as part of the indebtedness hereby secured.

5. Mortgagor will comply with all applicable statutes, requirements, rules, regulations, orders and decrees of the United States of America, and of any state, county, municipal or other governmental authority, except such as may be contested by Mortgagor in good faith, without, in the opinion of Mortgagee, jeopardizing any part of the Mortgaged Property, or the security of Mortgagee hereunder.

6. Mortgagor at all times will provide and maintain, or cause to be provided and maintained, at its expense, adequate insurance policies in such form and amounts, with such insurers and containing such coverages and against such risks to the Mortgaged Property and

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