

itself, its successors or assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It Is Hereby Declared that the lien of this mortgage shall be for the pro rata protection of the holders of said three notes, which shall be secured equally and ratably and then for the pro rata protection of the holders of said Notes and Coupons issued November 1st, 1926, which shall be secured equally and ratably irrespective of the date of the maturity of said Notes upon the payment of the three notes first above referred to aggregating Ten Thousand (\$10,000.00) Dollars, together with any interest due thereon.

The Mortgagor has laid off and graded certain streets and roads through said lands, and has made certain other improvements thereon, and has divided a portion of said lands into lots suitable for building sites. It is agreed that the Mortgagor shall be at liberty to offer the said lots for sale and shall be entitled to have the Trustee release from the lien of this mortgage, any lots which may be sold, on complying with the conditions herein after expressed, to wit:

The mortgagor shall first submit to the Trustee a scale of minimum prices to be charged for lots which it proposes to sell. If the Trustee, shall, in writing, approve of said prices, then the Mortgagor may offer the said lots for sale at not less than the prices so stated. Each sale shall be reported to the Trustee at the actual price obtained, and at least eighty per cent. of the proceeds of sale, either in money or first mortgage of the premises so sold, shall be turned over to the Trustee to be held as a fund which may be used in the payment of interest as it accrues, and for the purchase and retirement of any of said notes at par, and interest, and for the payment of said notes as the same shall become due. Provided, however, that the mortgagor and the Trustee, with the consent of The First National Bank of Greenville, S. C., and B. E. Geer, Treasurer, shall be at liberty, from time to time, to agree upon any changes in price which they may deem advisable. And provided further that the Trustee, with the consent of the First National Bank of Greenville, S. C., and B. E. Geer, Treasurer, (1) may, after a substantial reduction of the