MORTGAGE OF REAL ESTATE

KEYS PTG. CO., GREENVILLE, S, C

irregularities or defects in the levy or assessment of taxes, assessments and governmental charges paid by the Beneficiary are hereby expressly waived, and receipt by the proper officer shall be conclusive evidence both as to the amount and validity of such payments.

Trustors will keep the buildings now or hereafter erected or placed on any of said property, insured as required by Beneficiary against loss or damage by fire and other hazards, casualties and contingencies, and will carry any other kinds of insurance in such amounts and for such periods as may from time to time be required by Beneficiary; and not less than five days prior to the expiration of any policy of insurance, Trustors will deliver the Beneficiary renewal or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by Beneficiary, and the policies shall include a provision making less payable to Beneficiary as its interest may appear. All policies of insurance shall be delivered to and held by Beneficiary, the Trustors will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the Beneficiary is hereby appointed attorney in fact for the Trustors to make proof of loss if Trustors fail to do so promptly, and to receipt for any sums collected under said policies, which said sums, or any part thereof, at the option of the Beneficiary, may be applied as payment on the indebtedness hereby secured, or any part of same, or to the restoration or repair of the property so destroyed or damaged. Trustors promptly will give notice by mail to the Beneficiary of any loss or damage to the said property and will not adjust or settle such loss without the written consent of Beneficiary. In event of foreclosure of this deed of trust, all right, title and interest of Trustors in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and Beneficiary is hereby appointed attorney in fact for the Trustors to assign and transfer said policies.

Trustors will maintain the said property free from waste or nuisance of any kind and in good conditions, and make all repairs, replacements, inprovements and additions which may be necessary to preserve and maintain the said property and the value thereof; will comply with all laws, ordinances and regulations affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements or property covered by this deed of trust, or permit the same to be altered, destroyed or removed, or used for any purpose other than that for which is it now used, without first obtaining the permission in writing of the Beneficiary; will complete in a good workmanlike manner any building which is being or may be constructed or repaired the reon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechaines or material men to attach to said property. The Trustors will permit Beneficiary, its agents or representatives, to inspect the said property at any time.

Trustors will repay to Beneficiary, immediately and without demand, all funds hereafter advanced by Beneficiary to Trustors or for the benefit or account of Trustors pursuant to any covenant or agreement herein contained of for any purpose, with interest thereon from date of advance until repaid, at the rate of four and one-half  $(\frac{1}{42}\%)$  per centum per annum, and will pay promptly when due and payable all indebtedness evidenced by said note.

Trustors promptly will pay and settle or cause to be removed all claims against any of the said property which affect the rights of the Trustors, Trustee or Beneficiary hereunder or thereto and will appear in and defend any action or proceeding purporting to affect the lien of this deed of trust or the rights or powers of Trustee or Beneficiary hereunder, Trustors covenanting to assume and pay all expenses incident thereto.

All judgments, decrees and awards for injury or damage to the said property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Beneficiary, who may apply the same to the indebtedness secured hereby in such manner as it may elect, and Beneficiary is hereby authorized in the name of Trustors to execute and deliver valid acquittances for, and to appeal from any such awards, judgment or decree.

Beneficiary may at any time and without notice deal in any way with the obligation hereby secured or the makers or either of them or any other persons in any manner liable thereon, or grant to them or any of them any indulgence or forbearance or any extension of the time for the payment of any indebtedness secured hereby, or may release any part of the security held by it, without affecting the lien of this deed of trust for the full amount of the balance then owing on any of the indebtedness.