(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 exceeding the maximum amount covered by insurance available to the Mortgagee, in such companies as may be required by the Mortgagee, and in companies acceptable to the Mortgagee, and that it will keep the policies of insurance so 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 said premises, and does hereby authorize each insurance company concerned to make 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 all improvements now existing or hereafter erected in good repair and in tenantable condition, and will not permit or commit any waste thereof, and will complete within a reasonable time any building now or hereafter commenced on the premises, and will comply with all laws, ordinances, and regulations relating to any alterations or improvements made on the premises, and will pay, when due, all claims for labor performed and materials furnished therefor, free of all liens, and will make whatever repairs are necessary, and will do all things which may be required by the Mortgagee in the event of the failure of the Mortgagor to make such repairs, or to do any other act or thing which the Mortgagee shall deem necessary to protect the security hereof, including but not limited to the completion of such construction in the mortgaged premises.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinabove, and will promptly deliver to the Mortgagee receipts evidencing the payment of all such taxes, assessments, and other governmental or municipal charges, fines, or impositions, for the preceding calendar year. That it will comply with all requirements of law or municipality or agreements with lienholders affecting 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 hereunder, and that it will not collect any of the foregoing items of rent or other income more than one month in advance of the time when the same shall become due, except for security deposits. That it will not perform any act or enter into any agreement in derogation of the rights or interests of the Mortgagee in the rents, issues and profits of the mortgaged premises. That it will not lease the mortgaged premises or any part thereof unless the lease shall be in form and content satisfactory to the Mortgagee. That it will not terminate or modify any lease affecting the mortgaged premises or any part thereof without the prior written consent of the Mortgagee. That it will not permit any of the leases affecting the mortgaged premises or any part thereof to become subordinate to any lien other than the lien of this mortgage. That it will not permit anyone except the Mortgagee to collect the rents, issues and profits of the mortgaged premises or any part thereof. That it will not accept payment of any installment of rent or other income due under any lease of the mortgaged premises or any part thereof more than one month in advance of the time when the same shall become due under the terms of such lease. That it will not assign its interest in any such lease without the prior written consent of the Mortgagee. That it will not permit any tenant to do anything in violation of any such lease which might impair the security of this mortgage. That it will not permit any tenant to remain in default in the payment of rent or other income due under any such lease. That it will not permit any tenant to assert any claim against the Mortgagee or against any rents, issues and profits of the mortgaged premises by reason of any act or omission of the Mortgagor. That it will not permit any tenant to withhold any rent or other income due under any such lease because of any act or omission of any other tenant in the premises. That it will not permit any tenant to cancel any such lease or to vacate the premises covered by any such lease prior to the expiration of the term thereof. That it will not permit any tenant to assert any claim against the Mortgagee or against any rents, issues and profits of the mortgaged premises by reason of any act or omission of the Mortgagee.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage or of any note secured hereby, or any other mortgage on the premises covered hereby, or any other default by the Mortgagor, or any default by the Mortgagor in any other agreement with the Mortgagee, or if any proceeding be instituted by any other creditor of the Mortgagor to foreclose a lien on the premises covered hereby, or any part thereof, or if any other creditor of the Mortgagor levies on any part thereof, or if any proceeding be instituted by or against the Mortgagor for the appointment of a receiver of its property, or if the Mortgagor makes an assignment for the benefit of its creditors, or if any petition be filed by the Mortgagor under any bankruptcy or insolvency laws, or if any lien created by this mortgage ceases to be a first lien on the premises covered hereby, or if any other default occurs which shall permit the Mortgagee to declare the debt secured hereby immediately due and payable, then in any of such events the Mortgagee may, at its option, declare the whole of the indebtedness secured hereby immediately due and payable, and may proceed to foreclose this mortgage, or any part thereof, and may recover judgment for the principal and interest of the debt secured hereby, and all costs and expenses incurred by the Mortgagee in connection with the collection of the indebtedness secured hereby, including but not limited to all costs and expenses incurred by the Mortgagee in connection with any foreclosure proceeding or any other suit or action, and a reasonable attorney's fee, and all other sums secured hereby shall be recovered by the Mortgagee. The Mortgagee may bid at any foreclosure sale of the premises covered hereby, or any part thereof, and may become the purchaser thereof if the highest bidder therefor.

(7) That the Mortgagee shall have the right to inspect the premises covered hereby at all reasonable times and access thereto shall be permitted for that purpose. It is the intent and meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be satisfied and released in the manner provided by law.

(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 23 day of June, 1975.

Signed, sealed and delivered in the presence of:

B & H INVESTMENT CO., INC. (SEAL)

By: William R. Bray, President (SEAL)

By: David I. Horowitz, Treasurer

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 mortgage unto the within named mortgagee, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 23 day of June, 1975.

(SEAL)

Notary Public for South Carolina
My Commission Expires: 9/10/79

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NOT NECESSARY - MORTGAGOR CORP.
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 19

(SEAL)

Notary Public for South Carolina.
My Commission Expires:

RECORDED JUL 14 '75 At 11:40 A.M.

1060

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

B & H INVESTMENT CO., INC.

TO

NETTIE L. HOROWITZ

RECORDING FEE PAID $ 3.00

JOHN M. DILLARD, P.A.

Address

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 14th day of July, 1975 at 11:40 A.M. recorded in Book 1343 of Mortgages, page 929, As No. 1060

Register of Mesne Conveyance Greenville County

JOHN M. DILLARD, P.A.
1 Williams at North
P.O. Box 10162
Greenville, S. C. 29603

$ 1,806.00

Lot 19 Lormaan Dr. Sec. "B" Fairfield Acres

4328 RV.2