

MORTGAGE OF REAL ESTATE

37278 PROVISIONS—HARRARD CO.—GREENVILLE

assigns forever, to secure equally and ratably the payment of the principal of and interest on the bonds, according to the tenor and effect of the respective bonds without preference, priority, or distinction of any of the bonds over any other of the bonds by reason of the priority of execution or delivery thereof or otherwise, and to secure the due performance of the covenants, agreements, and provisions contained in the Amended Mortgage and for the uses and purposes and upon the terms, conditions, provisos, and agreements hereinafter expressed and declared.

ARTICLE 1BONDS SECURED AND SUPPLEMENTAL MORTGAGE

SECTION 1. The First Bond in the principal amount of five hundred forty-two thousand three hundred twenty-eight dollars (\$542,328) has been heretofore executed by the Mortgagor and delivered to the Mortgagee and the Second Bond is the principal amount of two hundred sixty-five thousand dollars (\$265,000) and the Third Bond in the principal amount of seventy-five thousand dollars (\$75,000) in the form hereinbefore recited, have been executed by the Mortgagor and delivered to the Mortgagee contemporaneously with the execution and delivery of this Indenture and all such outstanding Bonds are equally and ratably secured by the Amended Mortgage.

Section 2. The Mortgagor, when authorized by resolution of its Board of Directors may from time to time execute and deliver additional bonds, substantially in the form of the Second Bond hereinbefore recited payable to the order of the United States of America, with such appropriate insertions, variations, and omissions therein with respect to date, principal amount, interest rate, maturity, and other terms as shall be specified in such resolution, provided, however, that the aggregate principal amount of all bonds secured hereby, including additional bonds, shall not at any time exceed three million dollars (\$3,000,000). The Mortgagor, when authorized by a resolution of its Board of Directors, may also from time to time execute and deliver bonds in renewals of or substitution for bonds theretofore executed and delivered. The outstanding Bonds and the additional bonds and all renewals and substituted bonds, when and if executed and delivered, shall be equally and ratably secured by the Amended Mortgage without preference, priority, or distinction as aforesaid, of any of the bonds over any other of the bonds, by reason of priority of execution or delivery thereof, or otherwise; provided, however, that no such additional bond or renewal or substituted bond shall in any event mature more than forty (40) years after the date of the Mortgage.

Section 3. The Mortgagor, when authorized by resolution of its Board of Directors, shall from time to time execute, acknowledge, deliver, record and file mortgages supplemental to the Amended Mortgage which thereafter shall form a part thereof, for the purpose of confirming the Amended Mortgage as security for any additional bond or bonds or any renewal or substituted bond or bonds executed and delivered by the Mortgagor as herein provided. Any such supplemental mortgage executed and delivered for such purpose shall either set forth verbatim or describe in reasonable detail the additional, renewal, or substituted bond or bonds so executed and delivered and to be secured by the Amended Mortgage and any supplemental mortgage or mortgages executed and delivered pursuant hereto, and shall also specify the limitations and restrictions, if any, pertaining to the applicability of the Amended Mortgage as security therefor.

ARTICLE 11Particular Covenants of the Mortgagor

The Mortgagor covenants with the Mortgagee and with all who from time to time shall be holders of bonds secured hereby (hereinafter sometimes collectively called the "bondholders") as follows:

Section 1. The Mortgage is hereby ratified, confirmed, and adopted by the Mortgagor as its authorized, executed, and existing mortgage of the property mentioned, described, or referred to therein as the property therein mortgaged, or intended so to be to the Mortgagee for the purposes and upon the terms, conditions, and agreements therein expressed, subject to the provisions of this Indenture, and the lien created by the Mortgage is such property is and shall be in all respects preserved and maintained.

Section 2. The Mortgage is hereby amended so that the provisions thereof shall be in complete conformity with the terms, provisions, covenants, and agreements of this Indenture, it being understood and agreed that whenever the terms, provisions, covenants, and agreements contained in the Mortgage in any way conflict, with the terms, provisions, covenants, and agreements contained in this Indenture, the terms, provisions, covenants, and agreements herein contained shall control; that the security of the Mortgage for the First Bond and the obligation to pay the principal ~~and principal~~ and interest thereof shall not in any respect be impaired by anything therein contained, and that as modified by this Indenture, the Mortgage is hereby in all respects ratified and confirmed.

Section 3. The Mortgagor will pay the principal of and interest on the bonds in the manner and at the times and upon the conditions set forth in the respective bonds and in the Amended Mortgage and will keep and perform the covenants and agreements contained in the bonds and in the Amended Mortgage until the principal of and interest on all bonds shall have been