

None of the property hereinabove described will be conveyed or transferred while this Mortgage is in effect, unless the Mortgagee shall have given its consent in writing thereto.

In the event of the passage after the date of this instrument of any law of the State of South Carolina deducting from the value of the land for the purpose of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of Mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the Mortgagee, shall immediately become due, payable and collectible without notice to any party.

The Mortgagee shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid Note, to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured, and the Mortgagee, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed, or if there should be a sale of the said premises, as provided above, the Mortgagors, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

No delay or forbearance by the Mortgagee in exercising any or all of its rights hereunder or rights otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative. In case the Mortgagee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or to protect the lien of this Mortgage, the Mortgagee shall be saved harmless and shall be reimbursed by the Mortgagors for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt.

It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permissible under the laws of the State of South Carolina. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party paying same.

The Mortgagee may collect a "late charge" not to exceed four cents (\$0.04) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

The Mortgagors, in order to more fully protect the security of this Mortgage, agree that in addition to the monthly payments of principal and interest under the terms of the note hereby secured, they will pay on the first day of each month, or on the due date of monthly payments of principal, to the Mortgagee or to its duly authorized agent a sum equal to one-twelfth of the known or estimated (by the Mortgagee) yearly taxes, assessments and insurance premiums on or against the mortgaged premises. The Mortgagee shall hold such payments, without obligation to pay interest thereon, and shall apply the same to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then the Mortgagors shall, upon demand, pay to the Mortgagee the amount necessary to cover the deficiency. When the Mortgagors shall have paid the Note, secured by this Mortgage, the Mortgagee shall refund to the Mortgagors any excess funds accumulated hereunder. In the event of a foreclosure sale of the mortgaged premises, the Mortgagee may apply any balance remaining of the funds accumulated for the above purposes to the payment of the said Note.

AND IT IS FURTHER COVENANTED that the said Mortgagors, their heirs, executors, administrators, or assigns, shall hold and enjoy the said premises until default in payments, as provided in said Note, or a breach of any of the covenants of this Mortgage shall be made.

THE MORTGAGEE may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the Mortgagee compared to any subordinate lienholder.

AND IT IS FURTHER COVENANTED that if the Mortgagors, their heirs, executors, administrators, or assigns, will make such payments as herein specified, and keep and perform all of the covenants and agreements herein provided, then this Mortgage shall be void, but if the said Mortgagors, their heirs, executors, administrators, or assigns, shall fail to keep any of the covenants herein contained or to pay any of said moneys as they become due and payable by the terms of the said Note, as stipulated to be paid herein, or if default be made in the payment of said taxes or assessments; or if default be made in the said insurance agreement, as provided herein; or if the buildings and improvements are not kept in good repair; or in the event of the passage, after the date of this Mortgage, of any law deducting any lien thereon from the value of the land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sum secured by this Mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice, become immediately due and payable, and this Mortgage may be foreclosed for the whole amount of said moneys, interest, costs, taxes, advancements, and attorney's fees.

The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

IN WITNESS HEREOF, Mortgagors have hereunto set their hands and seals on the 21st day of June 1973 .

Signed, sealed, and delivered

In the presence of:

Edward E. Smalley, III
EDWARD E. SMALLLEY, III

Joan B. Reid (SEAL)
Joan B. Reid (SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) ss.

Joan B. Reid Personally appeared before me and made oath that he saw the within-

named Edward E. Smalley, III

sign, seal, and as his act and deed deliver the within Mortgage: and that s. he with Adam Fisher, Jr. witnessed the execution thereof.

Sworn to before me this 21st day of June, 1973.

Notary Public

My commission expires: 3/19/79