

without the prior written consent of Mortgagee, further assign the rents from the mortgaged property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof, and any such assignment, agreement or act without the express written consent of Mortgagee shall be void.

Said Mortgagor further covenants and agrees to maintain at all times during the term of this Mortgage the following policies of life insurance: A policy in the amount of \$100,000.00 on the life of J. Robert Ellis, a policy in the amount of \$100,000.00 on the life of Ronald D. Plemmons, a policy in the amount of \$100,000.00 on the life of Butler Mullins and such further policies on the lives of executives currently or in the future employed by Textile Hall Corporation or its successor, as the Mortgagee deems necessary, said policies to be properly assigned to the Mortgagee, its successors and assigns, as additional security.

Said Mortgagor further covenants and agrees that so long as any balance shall be outstanding on the indebtedness of the Note which this Mortgage secures, no additional indebtedness, secured or unsecured, no secondary mortgage financing, line of credit or short term loans will be incurred without the prior written approval of the Mortgagee, its successors and assigns, whose consent will not be unreasonably withheld, except for a line of bank credit in an amount no greater than \$50,000.00, which must be paid-in-full for at least sixty (60) consecutive days each calendar year. All financing or loan agreements must be submitted to the

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