

attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagees, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagees the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagees, 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 should it fail to do so, the Mortgagees may, at their option, enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagees, all sums then owing by the Mortgagor to the Mortgagees shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagees become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagees, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagees, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagor and Mortgagees agree as follows:

(a) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(b) The Mortgagor, its successors and assigns, shall have the right to mortgage the above-described property or portions thereof to secure financing for additions, alterations, repairs and renovations. The Mortgagees agree to subordinate the lien of this mortgage for such purposes to the extent of \$150,000. The Mortgagees will subordinate the lien of this mortgage to amounts in excess of \$150,000 only if the Mortgagor furnishes additional collateral for such excess. The additional collateral may be certificates of deposit or savings certificates issued by Greenville banks or savings and loan associations in amounts equal to the mortgaged financing in excess of \$150,000, or such other collateral as shall be acceptable to the Mortgagees.

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