(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards specified by Mortgagee, in an amount not less than the full insurable value, or the total indebtedness secured hereby, whichever is less, in companies acceptable to the Mortgagee, with loss payable first to the Mortgagee as its interest may appear, and that it will deliver to the Mortgagee the policies or renewals thereof as taken out by the Mortgagor, with premiums and charges prepaid, at least fifteen days prior to the expiration of any such policy. In case of loss covered by any such policy, the Mortgagor is hereby authorized and empowered to make proof of loss and to adjust and compromise any claim thereunder and to endorse in the name of the Mortgagor any check or draft representing proceeds of such policy for the payment of loss; and the Mortgagee is hereby authorized and empowered to apply the net amount received by it, after deducting all expenses of collection, to the indebtedness secured hereby, whether due or not, or to the restoration or repair of the property damaged. In case of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(3) That it will keep the improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer waste therein, and that it will not demolish or remove any building without the consent of the Mortgagee until the debt secured hereby shall have been fully paid. That should the buildings now or hereafter erected on the mortgaged property be damaged by fire, windstorm or other casualty, the Mortgagor will promptly repair, restore or rebuild any such building in a manner satisfactory to the Mortgagee, which shall not unreasonably withhold its consent to proper repairs or restoration, so as to substantially preserve the security afforded by this mortgage immediately prior to the occurrence of such damage or loss.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or 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 the 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 thereof 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 the premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceedings and the execution of this trust as receiver, shall apply the residue of the rents, issues and profits to 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 Mortgagee, all sums then owing by the Mortgagor to the Mortgagee 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 Mortgagee 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 Mortgagee, and a reasonable attorney's fee shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagor shall have 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, then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

(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 9th day of Feb 1979

SIGNED, sealed and delivered in the presence of:

Elizabeth C. Steele (SEAL)

Lyon L'Lynch (SEAL)

Elizabeth W. Kelly (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF

PROBATE

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 written instrument and that s/he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

Notary Public for S. C.

Elizabeth W. Kelly

STATE OF SOUTH CAROLINA

COUNTY OF

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern that the undersigned wife of the above named mortgagor(s) did this day appear before me, and 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 also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

GIVEN

RECORDED FEB 12 1979 at 2:00 P.M.

STATE OF SOUTH CAROLINA

COUNTY OF

TO

Mortgage of Real Estate

Dated this 12th day of February A.D. 1979 at 2:00 P.M. Recorded in Mortgage Book 1457 at page 384

Register of Mesne Conveyance for Greenville County

$5,580.00

.6¼ Acres Wilmview Church Rd. Fairview Tp.

FEB 12 1979

$2.M 6329