

as may be proper to the better carrying out of the true intent and meaning of these presents, and especially, at their own cost, to do all things that may be reasonably required by the said Trustee or its successor, to keep valid the lien hereby intended to be created on thereafter acquired property. Said Trustee, or the majority in amount of the holders of said bonds, in default of the Mortgagors so to do, shall have the option and privilege of keeping said improvements in good condition and repair, and paying for same, and paying such taxes and other legal charges, and all moneys paid and expenses incurred by reason thereof, and all attorneys' fees and costs paid in the event of any litigation in any manner concerning this trust, or concerning the indebtedness hereby secured, shall be immediately due and payable, and shall be considered as a part of the principal indebtedness secured by this conveyance; and the Trustee, or parties so paying same, shall be subrogated to all the equities of the person, firm or corporation to whom such money shall have been paid, and the said Trustee, or said bondholders, shall have the right and privilege of making such advancement without waiving the right to declare said indebtedness due. The amount, nature and necessity of such expenses and the time when paid shall be fully, finally and conclusively established by the affidavits of the then majority in amount of the holders of said bonds, their agent or attorney, or by the certificate of any Trustee acting hereunder. The right to declare all bonds and coupons due and payable upon default, as herein provided, shall not put upon the Trustee the duty of so declaring, nor shall this option set in operation the Statute of Limitations as to the bonds not due under their terms, or not declared due hereunder.

The Mortgagors further covenant that they will at all times keep and maintain their property in thorough repair and condition, and that they will make all needed and proper repairs and replacements.

The Mortgagors further covenant that they will at all times maintain fire and tornado insurance in a sum not less than the total amount of all outstanding bonds, and if such amount cannot be obtained, then the maximum part thereof obtainable. Said insurance shall be placed in companies satisfactory to the said Trustee; said policies to be deposited with the Trustee, and the loss, if any, in said policies, by a proper stipulation attached thereto, to be payable to the Mortgagors and the Trustee as their interest may appear. In case of loss, the Trustee shall allow the insurance money received on any policy of insurance to be applied by the Mortgagors towards the replacement, rebuilding or repair of the property destroyed or injured, if the Mortgagors shall, in writing, so request, and the Trustee shall, upon request, and from time to time, as the work progresses, pay over to the Mortgagors for that purpose, on receipt of proper estimates of the owner or architect, of amount of material on the ground, work in place, or labor performed, or, at the option of said Mortgagors, pay over all said moneys when final estimate is furnished that said property has been replaced at a cost as great as the amount of money so paid over. Should the amount received from any insurance company in settlement of any loss, exceed the amount of repairs or replacements necessary to be done to restore the property to its former condition, such balance remaining in the hands of the Trustee shall be paid over to the Mortgagors upon final certificate of the architect or owner that said repairs or replacements have been in fact completed. If the Mortgagors shall not request to so apply the insurance proceeds, the same may be invested by the Trustee in such securities as the Mortgagors shall select and the Trustee may approve, and said money and such investments, and all interest and accumulations therefrom shall thereupon become part of this security under this instrument to be held in like manner as the other property conveyed herein, except possession thereof shall be held by the said Trustee and except that if the Mortgagors shall, in writing, so request, then such insurance proceeds may be used to redeem outstanding bonds last to mature. The Trustee may accept and approve, if it sees fit, any settlement of any loss made by Mortgagors and the insurance companies.

(6) Any breach of the covenants herein shall be a default on the part of the Mortgagors.

(7) The Mortgagors covenant that they will not sell, lease or otherwise dispose of property hereby mortgaged until the last of the bonds hereby secured shall have been paid.

The Mortgagors covenant and agree that they will, upon request of the Trustee, do and perform all acts necessary and proper to keep valid the lien hereby created, and that they will, upon the request of the Trustee, at any time hereafter, make, execute, acknowledge and deliver such further deed or deeds of conveyance, mortgages or other instruments as may be necessary for the purpose of carrying into full effect the purposes and objects of this Indenture.

The Mortgagors covenant and agree with the Trustee that they will, upon the execution and delivery of the bonds secured by this mortgage, deposit with the Trustee and have transferred to the name of the Trustee as additional security for the payment of the bonds, Building & Loan Stock Books in an aggregate sum of not less than Thirty Thousand (\$30,000.00) Dollars, in the Building & Loan Association now in operation in the City of Greenville, and that they will keep up the payments on said Building & Loan stock, which stock will mature in approximately six and one-half years from the date hereof, and that if and when the said Building & Loan stock shall mature, all or such part as may be necessary, to apply upon the retirement of the bonds secured by this mortgage, shall be forthwith applied by the Trustee to the retirement of such bonds.

(8) In case any bond or coupon at any time issued hereunder shall, prior to the payment thereof, become mutilated or be lost or destroyed, a new bond and/or coupon of like tenor may, in the discretion of the Mortgagors and the Trustee, be executed, endorsed, authenticated and delivered in exchange or substitution therefor. All mutilated bonds presented for exchange or substitution shall be surrendered to and cancelled by the Trustee, and be by it incinerated. In case of loss or destruction of any such bond and/or coupons, the applicant for the substituted bond and/or coupons shall furnish to the Mortgagors and the Trustee evidence of the loss or destruction of such bond and/or coupons satisfactory to the Mortgagors and the Trustee, and shall also furnish indemnity satisfactory to the Mortgagors and the Trustee.

(9) Until default, as herein defined, shall be made by the Mortgagors in the payment of the principal or interest of any of the bonds secured by this Indenture and which may then be outstanding, or in the due and effectual observance and performance of any one or more of the covenants or agreements on behalf of the Mortgagors herein contained, the said Mortgagors shall be permitted to have the actual possession of all of the properties subject to the lien hereof, and to use and enjoy all of the rights appertaining thereto.

(10) If the Mortgagors shall well and truly pay the principal sums due on the bonds hereunder and secured hereby, when the same become due and payable, together with the interest then accrued, and due thereon, upon presentation and surrender of said bonds and coupons respectively, and shall well and truly perform all other things herein required to be done and performed by them, then and thereupon all of the estate, right, title and interest of the Trustee hereunder shall cease and determine, and the Trustee shall, by proper instrument or instruments in writing, release and discharge this Indenture.

The Trustee may enter satisfaction of this Deed of Trust on the records where the same is recorded without producing the bonds or coupons secured hereby; provided that the President or Vice-President of the Trustee herein, or its successor in trust, and the Chairman of the Board of