

Except with the prior written consent of the Lumber Company, the Mortgagor will not remove any machinery or equipment at any time covered hereby from Greenville County to any other county or counties.

The Mortgagor agrees that the Lumber Company may at any time at its option take such steps by legal proceedings or otherwise, in the name of the Lumber Company or of the Mortgagor, as the Lumber Company may deem necessary, to protect or perfect the title of the Mortgagor to property covered hereby, and the Mortgagor, promptly on demand, will pay whatever expenses the Lumber Company may incur in this connection; Provided, However, that the Lumber Company shall take no such steps or proceedings until after first calling on the Mortgagor to do, specifying what action and results are desired, and unless the Mortgagor fails to take such action within a reasonable time.

3. The Mortgagor will, promptly and before they become delinquent, pay all taxes, assessments, rentals, royalties, fees, liens and charges lawfully imposed upon the mortgaged property or any part thereof, or upon the leasehold interest hereinabove set forth, or upon the profits or income from the mortgaged property, or upon this mortgage and the debt secured hereby (subject, however, to the limitations as to taxes specified in the form of bond hereinabove set forth), and upon the lien or interest of the Lumber Company or bondholders hereunder, failing which the Lumber Company at its option may pay the same without inquiring into the validity thereof, and shall thereupon be subrogated to the rights of the governmental authority making such imposition. The Mortgagor may, however, in good faith, by appropriate legal proceedings, resist the payment of any such imposition deemed illegal or unjust, unless the Lumber Company in its discretion considers that the security afforded by this instrument will thereby be materially impaired or endangered. If any controversy should arise between the Mortgagor

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