

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure of any owner of the above described premises to comply with the requirements of any Department of the City of Greenville, South Carolina within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee, or if the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, and within sixty days after notice by the mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted. The Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.

AND it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall have power to sell the premises herein described according to law; said premises may be sold in one parcel, any provision of law to the contrary notwithstanding.

AND the said Mortgagee further covenant and agree to keep the buildings on said premises constantly insured for the benefit of the Mortgagee, against loss by fire and tornado, in such manner and in such companies and for such amounts as may be satisfactory to the Mortgagee, until the debt hereby secured is fully paid. And will keep such policies constantly assigned or pledged to the Mortgagee and deliver renewals thereof to the said Mortgagee, and cause the same to be recorded at its Office in Greenville, South Carolina, one week in advance of the expiration of the same, marked "PAID" by the agent or company issuing the same. In the event the Mortgagee shall fail to deliver the said policies or fail to pay the premiums thereon, the Mortgagee, if it so elects, may have such insurance written and pay the premiums thereon, and any premiums so paid shall be secured by this mortgage and repaid by the Mortgagee. Their heirs, executors, administrators, successors or assigns, within ten days after payment by the Mortgagee. In default thereof, the whole principal sum and interest and insurance premium with interest on such sum paid for insurance from the date of payment may be and shall become due at the election of the said Mortgagee, its successors or assigns, anything herein to the contrary notwithstanding.

AND should the Mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagee or its successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place.

AND it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

AND it is further covenanted and agreed that the mailing of a written notice and demand by depositing it in any post-office, station, or letter-box, enclosed in a postpaid envelope addressed to the owner of record of said mortgaged premises, and directed to said owner at the last address actually furnished to the holder of this mortgage, or in default thereof, directed to said owner at said mortgaged premises, shall be sufficient notice and demand in any case arising under this instrument, and required by the provisions thereof or the requirements of the law.

AND it is further covenanted and agreed by said parties that in default of the payment by said Mortgagee of all or any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises or any part thereof, it shall and may be lawful for the said Mortgagee, its successors, legal representatives and assigns, to pay the amount of any such tax, charge or assessment with any expenses attending the same; and any amounts so paid, the Mortgagee shall repay to the said Mortgagee, its successors, legal representatives or assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said bond and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee so elects become due and payable forthwith. And the said Mortgagee do further covenant and agree that they will execute or procure any further necessary assurance of the title to said premises and will forever warrant said title.

AND the said Mortgagee further covenant and agree should the said obligation be placed in the hands of an attorney for collection, by suit or otherwise, in case of any default in the covenants and agreements herein contained, to pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the said premises and be secured by this mortgage, and payment thereof enforced in the same manner as the principal obligation.

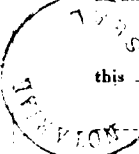
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of September, in the year of our Lord one thousand nine hundred and thirtyseven and in the one hundred and sixtysecond year of the Independence of the United States of America

Signed, sealed and delivered in the presence of
G. H. Garrison
Patrick C. Fant
J. P. Whately
Grace C. Whately

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, RENUNCIATION OF DOWER

I, Patrick C. Fant, a Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Grace C. Whately

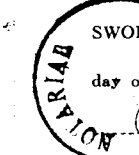
the wife of the within named J. P. Whately did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named J. P. Whately, his successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.



GIVEN under my hand and seal, this 24th day of September, D. 1937. Patrick C. Fant, Grace C. Whately

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ss:

Personally appeared before me G. H. Garrison and made oath that he saw the above named Grace C. Whately and J. P. Whately sign, seal and as their act and deed deliver the above written mortgage for the uses and purposes therein mentioned, and that he with Patrick C. Fant witnessed the due execution thereof.



SWORN to before me this 24th day of September, A. D., 1937. G. H. Garrison

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ss:

Personally appeared before me and made oath that he saw as sign, affix the corporate seal of the above named and as the act and deed of said corporation deliver the above written mortgage, and that he with SUBSCRIBED and sworn to before me this day of A. D., 1937.

Notary Public for South Carolina. Recorded Sept. 24th 1937 at 4:10 o'clock P. M.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ASSIGNMENT

FOR VALUE RECEIVED B. Douglas Wilson & Co. hereby assigns, transfers and sets over to Metropolitan Life Insurance Company the within mortgage and the note which the same secures without recourse. DATED this 24th day of September 1937. In the Presence of G. H. Garrison, Patrick C. Fant, B. Douglas Wilson & Co. President and Treasurer. Assignment Recorded Sept. 24th 1937 at 4:10 o'clock P. M.