

MORTGAGE OF REAL ESTATE

37276 PROVENOR-JARRARD CO.-GREENVILLE

Trustee or Trustees in the place and stead of the retiring Trustee, with all powers, rights and duties herein conferred and imposed upon The South Carolina National Bank of Charleston, as such Trustee; and all the estate, rights, powers and duties of The South Carolina National Bank of Charleston, Trustee, hereunder, shall be and become vested in such substituted successor or successors; but nevertheless, the present Trustee, or its Successor, shall be required to make and execute all and any such act, deed or thing which may be requisite or necessary fully to vest in such selected or appointed successor all title to the premises and property hereby mortgaged or intended so to be. Said Trustee so selected shall always be a well established Trust Company in the State of South Carolina.

ARTICLE VII.

MISCELLANEOUS PROVISIONS.

Section 1. The word "Trustee" as used in this Indenture shall equally apply to Successors of the Trustee in the trusts and powers, or any of them, by this agreement created.

The word "bondholders" and "holder" as used in this Indenture shall be deemed to mean the bearer of any bond.

The word "and" shall be construed to include the meaning of the word "or" and the word "or" to include the meaning of the word "and" when necessary to the reasonable interpretation of this instrument.

Section 2. It is also covenanted and agreed by and between the parties hereto and all present and future holders of bonds to be issued hereunder that the Trustee may, from time to time, hold and own any of the bonds to be issued hereunder with the same right which it would have, if it was not Trustee.

Section 3. All the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the bonds and of the coupons hereby secured.

Section 4. Whenever in this Indenture either of the parties hereto is named or referred to, it shall be deemed for all purposes, including the execution, certification, issue and use of any of the bonds authorized to be issued hereunder, to include the successors and assigns of such parties, and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective Successors and assigns, whether so expressed or not.

Section 5. In case of any of the remedies herein given or attempted to be given the Trustee or the holders of the bonds and coupons secured hereby shall at any time be held invalid, or any one or more phrases, sentences, clauses, paragraphs or provisions of this Indenture, or of the bonds or coupons secured hereby shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Indenture or of such bonds and coupons, or the other remedies given hereby, but this Indenture and said bonds and coupons shall be construed and enforced as if such illegal or invalid phrases, sentences, clauses, paragraphs or provisions had never been inserted therein.

Section 6. Any notice to the Company given under any of the provisions of this Indenture shall be deemed sufficiently given if such notice be written or typewritten and deposited in the United States mail, registered, postage prepaid, addressed to the Company at its office at Greenville, South Carolina, in sufficient time to reach the Company at said address, if transmitted in the usual course of the mail, at the time required for the giving of such notice.

Section 7. The Company will not voluntarily create or suffer to be created any debt, lien or charge which would be prior to the lien of this Indenture upon the mortgaged property or any part thereof, or upon the income of the Company (except liens on after acquired property at the time of the acquisition thereof), and within three (3) months after the same shall accrue, it will pay or will cause to be discharged or will make adequate provision to satisfy and discharge all