

(h) The failure, for any reason whatsoever, (i) of either R. C. McCall or W. W. Pate to continue the active management of the business of the Mortgagor, except by reason of incapacity or death, or (ii) of R. C. McCall and W. W. Pate, or members of their immediate families, to retain the beneficial interest in at least fifty-one per cent. (51%) of the issued and outstanding shares of both the Class A Common Stock and the Class B Common Stock of the Mortgagor.

Section 18. Power of Sale. Upon the happening of an Event of Default specified in Section 16 or 17 hereof, the Mortgagor may sell, together or in parcels, all and singular the Mortgaged Property or any part or parts thereof, and the benefit and equity of redemption of the Mortgagor therein, at public auction and in accordance with the statutes in such case made and provided. The Mortgagee may receive the proceeds of any such sale or sales and retain therefrom all sums secured by this mortgage and unpaid, together with all expenses incident to such sale or sales, including attorneys' reasonable fees and all costs or expenses incurred in the exercise of the powers granted by this mortgage, and any taxes, assessments and premiums for insurance, either theretofore paid by the Mortgagee, or then remaining unpaid upon said Mortgaged Property, rendering and paying the surplus of said proceeds of such sale or sales, if there be any, over and above the amounts so retained, as aforesaid, together with a true and particular account of such sale or sales, expenses and charges, to the Mortgagor. Should there be a deficiency, the Mortgagor shall pay the same forthwith. The Mortgagee may bid for and become the purchaser at any such sale or sales, and same shall forever be a perpetual bar both in law and equity against the Mortgagor and all persons claiming any of such Mortgaged Property so sold, by, from or under the Mortgagor.

Section 19. Other Rights and Remedies. Any failure by the Mortgagee to exercise any of its rights under the terms of this mortgage or of said promissory note shall not constitute a waiver thereof. Nothing herein or in said promissory note contained shall be deemed to deprive the Mortgagee of any remedy, by action or otherwise, not specified therein, for the enforcement of the lien conferred by this mortgage and the recovery of the indebtedness secured or intended to be secured hereby.

Section 20. Receiver. If at any time any installment of said promissory note, or of interest thereon, be past due and unpaid, and such default should continue for sixty (60) days, the Mortgagor hereby assigns the rents and profits of the Mortgaged Property to the Mortgagee, its successors and assigns, and agrees that any judge of the Circuit Court of South Carolina may, at chambers or otherwise, appoint a receiver, with authority to take possession of said Mortgaged Property and collect said rents and profits, apply the net proceeds therefrom (after paying costs of collection) upon the indebtedness secured hereby, interest, costs or expenses, without liability to account for anything more than the rents and profits actually collected.

Section 21. Counterparts. For the convenience of the parties, or for facilitating the recording of this mortgage, this mortgage may be simultaneously executed in a number of counterparts, and each such counterpart so executed shall be deemed to be an original instrument, and all such counterparts together shall constitute but one instrument.

Section 22. Assignment. Said promissory note and this mortgage may be assigned by the Mortgagee, and, in such event, the assignee thereof shall succeed to all of the rights of the Mortgagee thereunder.

Said SCHEDULES A, B, C, D, E and F are as follows:

SCHEDULE - A.

\$250,000.00

Greenville, South Carolina
April 1945.

FOR VALUE RECEIVED, CONVENIENCE, INC., a South Carolina corporation with its principal office at Greenville, S. C., hereby promises to pay to the order of COMMERCIAL CREDIT CORPORATION, a South Carolina corporation with its principal office at Greenville, S. C., the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), as follows: FIVE THOUSAND DOLLARS (\$5,000.00) on the 1st day of May, 1945, and on the 1st day of each consecutive month thereafter, until and including the 1st day of March, 1948, and the balance of Seventy-Five Thousand Dollars (\$75,000.00) on the 1st day of April, 1948. If, however, all the first eighteen (18) of said installments be paid on or before their respective due dates, or within thirty (30) days thereafter, CONVENIENCE, INC., may pay the balance of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) in thirty-two (32) equal, consecutive monthly installments of FIVE THOUSAND DOLLARS (\$5,000.00) each, on the 1st day of each month, beginning on the 1st day of November, 1946.

This note shall bear interest on the outstanding balance owing hereon at the rate of five per cent. (5%) per annum, and same shall be payable monthly, on the 1st day of each month.