

In the event of failure or refusal of the owner to agree with the insurance companies involved as to the amount and terms of any fire loss within sixty days of the happening of such loss, then the Mortgagee may negotiate with and settle said loss with such fire companies and neither the Mortgagee nor the insurance companies involved shall, upon such settlement being made, be liable in any manner to the owner.

Any tax, assessments, or premium of insurance, not paid when due by the owner, may be paid by the Mortgagee or assigns, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of six percentum per annum, and shall, with interest, be covered by the security of this mortgage.

The Mortgagee shall have the right to apply any funds received from hazard losses on account of the indebtedness or other items herein secured, or at its option may allow the same to be used in restoring the mortgaged premises provided the Mortgagee, if restoration of the premises is agreed to, may retain said funds without interest until said premises be so restored in a satisfactory manner.

AND IT IS FURTHER COVENANTED, That the said Mortgagor shall pay, as the same may become due, all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he shall at any time neglect or fail so to do, then the said AIKEN LOAN & SECURITY COMPANY or its Agent may pay such taxes and reimburse itself for the same, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

If any tax is assessed against this note or mortgage, or the interest thereon, other than the Federal Income Tax, or if any tax is assessed against the interest of said Mortgagee, in the above described land, it shall be paid by the undersigned and upon failure of the undersigned to pay the said tax at the time required by law, or if the statute or court decision imposing such tax requires it be paid by the holders of the said note, or instrument securing same, said note and instrument securing same will immediately mature and be enforceable as though their maturity in point of time had been reached, and the amount of such tax shall be secured by this mortgage.

AND IT IS FURTHER COVENANTED, That the said Mortgagor, his agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

AND IT IS FURTHER COVENANTED, That in the event the Mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the Mortgagee or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof, and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest, be covered by the security of this Mortgage.

AND the said Mortgagor further covenants and agrees, should the said obligation be placed in the hands of any 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.

It is agreed that the parties hereto, their successors or assigns, shall have the right by mutual agreement at any time to renew or extend the indebtedness secured hereby, or any part hereof, or any addition which may be made thereto; and that they may by agreement increase or decrease the rate of interest and that they may modify or change any other obligation between the parties hereto evidenced by this instrument, or by the note mentioned herein, and such changes shall be binding upon any junior encumbrancer, voluntary or involuntary; and such changes and extensions may be granted without affecting the obligations of any subsequent purchaser who may purchase the property herein described, assuming this indebtedness; and that any or all of these changes may be made without notice to, or consent of, any junior encumbrancer or subsequent purchaser.

AND IT IS FURTHER COVENANTED, That the said Mortgagor shall hold and enjoy the said premises until default of payments as provided in said note, or a breach of some of the covenants of this mortgage shall be made.

IT IS UNDERSTOOD AND AGREED, That the word "mortgagor" wherever used herein shall refer to and be taken to mean, the party or parties, or the corporation who executes this Mortgage, and that all covenants and undertakings herein set forth to be observed or performed by or otherwise affecting such mortgagor shall bind such mortgagor, his heirs, executors, administrators and assigns, or if a corporation, then its successors and assigns.

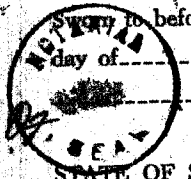
IN WITNESS WHEREOF, I

hereunto set my hands and seal at Greenville, South Carolina, this 2nd day of August, 1946.

Signed, sealed and delivered in the presence of: Blanche Leary Carl S. Payne (L.S.)
E. M. Blythe, Jr. (L.S.)

STATE OF SOUTH CAROLINA, County of GREENVILLE

Personally appeared before me Blanche Leary, a Notary Public for Greenville County, State of South Carolina, and made oath that he saw the above named Carl S. Payne sign, seal and as his act and deed deliver the above written mortgage for the uses and purposes above mentioned, and that she with E. M. Blythe, Jr. witnessed the due execution thereof.

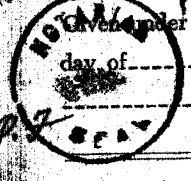


before me this 2nd day of August, 1946. Blanche Leary (L.S.)
E. M. Blythe, Jr.
Notary Public for South Carolina

STATE OF SOUTH CAROLINA, County of Greenville

I, E. M. Blythe, Jr., a Notary Public for Greenville County, State of South Carolina, hereby certify unto all whom it may concern that Mrs. Minnie Davis Payne, the wife of the within named Carl S. Payne

me, did declare that she does freely, voluntarily and without compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named AIKEN LOAN & SECURITY COMPANY, its 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.



under my hand and seal this 2nd day of August, 1946. Winnie Davis Payne (L.S.)
E. M. Blythe, Jr.
Notary Public for South Carolina

STATE OF SOUTH CAROLINA, County of Greenville

FOR VALUE RECEIVED the within Mortgage and the Note which it secures are hereby transferred, set over and assigned unto Protective Life Insurance Company representatives, executors, administrators, successors and assigns without recourse on the undersigned. Dated at Florence, South Carolina, this the 4th day of September, 1946.

WITNESS: Serothy Lovington
Mabel Walter

AIKEN LOAN & SECURITY COMPANY
By J. B. Aiken Jr.
Executive Vice-President

STATE OF _____ County _____ } Assignment Recorded Sept. 12, 1946 at 12 m. # 15446

The debt secured by the within Mortgage having been paid in full, the said Mortgage is hereby declared fully satisfied and the lien forever discharged.

IN WITNESS WHEREOF ha executed this satisfaction in _____ name and under _____ seal this the _____ day of _____, 19____.

Signed, Sealed and Delivered in the Presence of: _____ (L.S.)