

MORTGAGE OF REAL ESTATE

AND the said Mortgagor further covenants and agrees to keep the buildings on said premises constantly insured for the benefit of the Mortgagee, against loss by fire, tornado and such other casual- ties and contingencies, 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 one week in advance of the expiration of the same, marked "PAID" by the agent or company issuing the same. In the event the Mortgagor, his heirs, executors, administrators, successors or assigns, shall for any reason fail to keep the said premises so insured or fail to deliver the policies of insurance to this Mortgagee, 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 Mortgagor, his 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 such 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 as aforesaid, receive any sum or sums of money for any damage 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 Mortgagor, his 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 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 deducting any lien thereon from the value of land, for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage, 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 Mortgagor 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 Mortgagor 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 Mortgagor does further covenant and agree that he will execute or procure any further necessary assurance of the title to said premises and will forever warrant said title.

AND the said Mortgagor further covenants and agrees, 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, the Mortgagee has hereunto set his hand and seal this 14th day of March

in the year of our Lord one thousand nine hundred and forty-seven and in the one hundred and seventy-first year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of Evelyn D. Smith George E. Franklin (LS) C. M. Gaffney, Jr. (LS)

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

I, C. M. Gaffney, Jr., a Notary Public for South Carolina

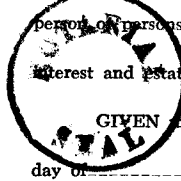
do hereby certify unto all whom it may concern, that Mrs. Margaret G. Franklin

the wife of the within named George E. Franklin

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 C. Douglas Wilson & Co., 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.



GIVEN under my hand and seal, this 14 day of March, A. D. 1947 Margaret G. Franklin

C. M. Gaffney, Jr. (L. S.) Notary Public for South Carolina.

My Commission Expires at the Pleasure of the Governor

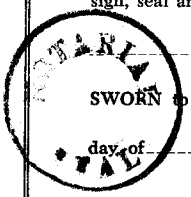
STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ss.:

Personally appeared before me Evelyn D. Smith

and made oath that she saw the above named George E. Franklin

sign, seal and as his act and deed deliver the above written mortgage for the uses and purposes therein mentioned, and that she with C. M. Gaffney, Jr.

witnessed the due execution thereof.



SWORN to before me this 14 day of March, A. D., 1947 Evelyn D. Smith

C. M. Gaffney, Jr. (L. S.) Notary Public for South Carolina.

My Commission Expires at the Pleasure of the Governor

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

the above written mortgage, and that he with witnessed the execution thereof.

SUBSCRIBED and sworn to before me this

day of, A. D., 19

Notary Public for South Carolina. (L. S.)

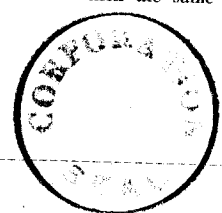
Recorded March 17th 1947 at 10:16 o'clock A.M. By: EC

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ASSIGNMENT

FOR VALUE RECEIVED C. 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 14th day of March, 1947

In the Presence of: Jackson C. Aston By: Jack W. Barnett Assistant Treasurer C. DOUGLAS WILSON & CO.



Assignment Recorded March 17th 1947 at 10:16 o'clock A.M. By: EC