

The mortgagor covenants that each of the drive-in theatres located upon the lands above described will be kept adequate for the operation of drive-in theatres thereon, with approximate minimum car capacities as follows: near Anderson, for 402 cars; near Greenville, for 522 cars; and near Columbia, for 426 cars.

TO HAVE AND TO HOLD said property, all and singular the said premises unto the said The South Carolina National Bank of Charleston (Columbia Branch), its successors and assigns, forever, and Drive-In Theatres of S. C., Inc., does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said The South Carolina National Bank of Charleston (Columbia Branch), its successors and assigns, from and against itself, its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof, except current taxes upon the property covered hereby and easements and restrictions affecting the same, and except the Mortgage to the said The South Carolina National Bank of Charleston (Columbia Branch) dated June 25, 1946 which this Mortgage supersedes and which is to be cancelled and rendered void upon execution and delivery hereof.

IT IS AGREED by and between the parties hereto that the said mortgagor, its successors and assigns, shall and will keep the installations erected upon said properties insured against fire and windstorm in a sum equal to sixty-six and two-thirds per cent ($66\frac{2}{3}\%$) of replacement value, and will place upon the policies of insurance therefor a standard mortgage clause in favor of the said The South Carolina National Bank of Charleston (Columbia Branch), its successors and assigns, and in case the mortgagor shall at any time neglect or fail to do so, then the said The South Carolina National Bank of Charleston (Columbia Branch), its successors or assigns, may cause the same to be insured for the aforesaid amount and may reimburse itself for the premiums and expense of such insurance under this Mortgage.

It is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid to the said mortgagee, its successors and assigns, mortgagor shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case it fails to do so, the said mortgagee, its successors or assigns, may pay said taxes, together with any costs or penalties incurred thereon or any part thereof, and reimburse itself for the same under this Mortgage.

And it is agreed by and between the parties hereto that in case of default in the payment of the indebtedness hereby secured, either principal or interest as herein provided for, then upon thirty (30) days written notice to the mortgagor, and unless the mortgagor shall in that period cure said default, the whole amount of the debt secured by this mortgage shall become due and payable at once.

PROVIDED, ALWAYS, NEVERTHELESS, that it is the true intent and meaning of the parties to these presents that if the said Drive-In Theatres of S. C., Inc., does and shall well and truly pay, or cause to be paid, unto the said The South Carolina National Bank of Charleston (Columbia Branch), its successors