

as herein provided, to pay any tax or taxes is legally inoperative, or adjudication under any insolvency law, or the filing of a petition for answer seeking relief as a debtor under any law for the aid or relief of debtors, or in the event of any arrangement or composition agreements with creditors, the appointment of a Receiver, and the seizure or levying under any legal process or claim of legal right affecting the mortgaged property, then at the option of the said mortgagee, or its successors or assigns, the whole indebtedness and all sums secured by the mortgage, to wit: The principal and interest then accrued on said note and all advances made to or on account of the mortgagor herein for taxes, assessments, premiums of insurance and charges of any kind, shall at once become due and payable without notice, and the money due on said note, and for advances as aforesaid, shall then become due and this mortgage may be foreclosed for the whole amount of said monies, interest, costs and attorney's fees, and at any foreclosure sale the mortgagee, at its option, may sell the within described property in parcels or as a whole.

SIDNEY L. JAY ATTORNEY AT LAW GREENVILLE, S. C.

15. AND IT IS FURTHER COVENANTED, That the mortgagor and mortgagee have entered into a certain construction loan contract dated September 17, 1969, the terms and conditions of which are incorporated herein by reference as fully and to the same extent as though set out verbatim herein.

16. AND IT IS FURTHER COVENANTED, That the mortgagor will, at all times, meet its obligations as Lessor under the leases that the mortgagor has assigned to the mortgagee herein, and upon failure to do so the mortgagee, or its successors or assigns, may declare this mortgage to be in default and proceed to foreclose the same.

17. AND IT IS FURTHER COVENANTED, That the mortgagor will complete construction of the buildings on the within described real estate, in accordance with the plans and specifications heretofore submitted to and approved by the mortgagee, at or prior to the dates of completion set out in the various leases that have been assigned by the mortgagor to the mortgagee, and upon failure to so complete the mortgagee, its successors or assigns, may declare this mortgage to be in default and proceed to foreclose the same.

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