As additional collateral, Mortgagor does hereby transfer, set over and one assign unto Mortgagee those two certain Lease Agreements between Mortgagor and Gantt Manufacturing Corporation, of even date herewith, covering the first-described property in Greenville County, and that certain Lease Agreement between Mortgagor and Golden Tye Corporation, of even date herewith, covering the second-described tract of land in Pickens County.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, / Heira and Assigns forever.

its successors

AND the said SHOPS, INC.,

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, 1ts successors Heir and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than

Dollars in such Company as shall be approved by the Mortgagee, its successors executy/s/s/phi/i/yafo/s/or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee, its successors executy/of/ happin/s/phors or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, 1ts successors //ekstylets/planningstylets or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, Its successors in the said Mortgagee, Its successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.