The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sum as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or for any other purpose. This mortgage shall also secure the Mortgagee for any further loan, advance, readvance or credit that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the rate stated in the note secured hereby from the date of payment by the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amount and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance for the payment of which it shall have become obligated hereunder. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(3) That it will keep all improvements now existing or hereafter erected on the mortgaged property in good repair and that it will continue construction until completion as rapidly as practicable of any building now or hereafter begun on said premises; that it will not commit or suffer any waste on said premises; that it will comply with all requirements of law with respect to the mortgaged property and the use thereof; that the Mortgagee may enter upon said premises, make whatever repairs are in its sole discretion necessary for the protection of the security hereof and charge the expenses for such repairs or the performance of such labor to the indebtedness hereby secured.

(4) That it will pay, when due, all taxes, public assessments, dues, charges, fines and impositions attorneys fees levied against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations with respect to said premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises to the Mortgagee and agrees that, should legal proceedings be instituted pursuant to this mortgage, the Mortgagee may, at its option, without notice, otherwise, appoint a receiver of the mortgaged premises, with full power to rent the same and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court for the use and occupancy by the Mortgagor and after deducting all charges and expenses attending such proceedings, including reasonable attorneys fees, apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, covenants or agreements of this mortgage or the note secured hereby, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or the collection of the debt secured hereby, the Mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or if the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable by the Mortgagor, and shall be secured by this mortgage, and the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall well and truly perform all the covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 2nd day of MARCH 1971

SIGNED, sealed and delivered in the presence of:

W. R. Woods

William J. Booth

Willis Creame (SEAL)

Grace L. Creame (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd day of MARCH 1971

William J. Booth (SEAL)

Notary Public for South Carolina.

12-11-79

W. R. Woods

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, 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 whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

2nd day of MARCH 1971

William J. Booth (SEAL)

Notary Public for South Carolina.

Grace L. Creame

Recorded March 30, 1971 at 3:25 P. M., #22603.