The Mortgagor further covenants and [illegible]

(1) That this mortgage shall secure the [illegible] gagee, for the payment of taxes, insurance [illegible] This mortgage shall also secure the Mortgagee for [illegible] Mortgagor by the Mortgagee so long as the [illegible] hereof. All sums so advanced shall bear interest at the [illegible] 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 any premium therefor and that all such insurance shall be carried in companies approved by the Mortgagee and that the policy or 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, and that it will pay all premiums therefor when due and that the Mortgagee may, at its option, apply any money received by it under any policy insuring the mortgaged premises and described herein, whether or not the entire mortgage debt has become due and payable, in reduction of the amount hereby secured, whether due or not, or may allow the Mortgagor to use the proceeds for the repair or replacement of the mortgaged premises. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt hereby secured, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the Mortgagee should become the purchaser at any foreclosure sale hereunder, the Mortgagee is hereby authorized to assign any and all insurance policies to the purchaser at such sale without accounting therefor to the Mortgagor or to any other party.

(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 [illegible] enter upon said premises, make whatever repairs are necessary for the preservation of the mortgaged premises and collect the charge the expenses for such repairs or the completion of such construction from the proceeds of any loan secured hereby.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations now or hereafter affecting the premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder and agrees that, should legal proceedings be instituted pursuant to this instrument, or should the Mortgagee, without instituting any such proceedings, enter upon the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event legal proceedings are instituted by the Mortgagee and after deducting all charges and expenses attending such proceedings and the execution of its trust as receiver, shall 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, or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should 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 immediately or on demand, at the option of 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 fully perform all the terms, conditions, and 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 included 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 11th day of May 19 71

SIGNED, sealed and delivered in the presence of:

Lawrie J. Phillips — John H. Cothran (SEAL)

Jose A. Phillips — Edith G. Cothran (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 11th day of May 19 71

Jose A. Phillips (SEAL)

Notary Public for South Carolina.

My Commission Expires 6-10-80

Lawrie J. Phillips

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

11th day of May 19 71

Edith G. Cothran

Jose A. Phillips (SEAL)

Notary Public for South Carolina.

My Commission Expires 6-10-80

Recorded May 19, 1971 at 3:49 P. M., #27659