

WHEREAS, the Mortgagor agrees to accept any and all installments advanced by the Mortgagee up to the full amount stated above.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of said Note, and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the signing of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, all of Mortgagor's right, title and interest as Lessee under said Long Term Ground Lease of the real estate situated in the County of Greenville, State of South Carolina, and described on Schedule "A", hereto attached and hereby made part of this Mortgage.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

b. All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof.

c. Upon condemnation of the premises or improvements or any part thereof, the entire unpaid balance of the Note secured hereby shall, at the option of the Mortgagee, at once become due and payable, and any amounts paid to the Mortgagor for such taking shall be paid to Mortgagee and be applied upon the indebtedness hereby secured.

TO HAVE AND TO HOLD the aforesaid Long Term Ground Lease unto the Mortgagee, its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend said Lease unto Mortgagee, its successors and assigns; from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof for and during all the rest, residue and remainder of the term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions and provisions in said Lease.