

And the said mortgagor agrees to insure the buildings on said land for not less than NINE HUNDRED THOUSAND (900,000) DOLLARS, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and in the event the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, or in the event of default in any of the terms and conditions hereof or in the note secured hereby, the mortgagee may, at its option, declare the full amount of the indebtedness hereby secured due and payable and foreclose this mortgage.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor does and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the mortgagor is to hold and enjoy the said premises until default of payment shall be made.

And if at any time any part of said debt, or interest thereon, be past due and unpaid the said mortgagor hereby assigns the rents and profits of the above described premises to said mortgagee, or the mortgagee's heirs, executors, administrators, successors or assigns, and agrees that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collect) upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and profits actually collected.

THIS MORTGAGE is subordinated to three (3) prior mortgages as follows, to wit:

(a) Mortgage from Gateway Associates of Greenville, a partnership to J. Milton Smeak and T. V. Howie, as Executors of the Estate of Dora T. Ballenger, in the original amount of \$215,250.00, dated May 31, 1971, and recorded in Mortgage Book 1193 at page 241 on June 1, 1971. Mortgage assigned to Shriners' Hospitals for Crippled Children, a corporation (Greenville Hospital Unit) dated June 1, 1972, and recorded in Mortgage Book 1238 at page 151 on June 1, 1972.

(b) Mortgage from The South Carolina National Bank, as Trustee for Modern Office Machines, Inc. Profit Sharing Plan to J. Milton Smeak and T. V. Howie, as Executors of Estate of Dora T. Ballenger, in the original amount of \$102,375, dated May 31, 1971, and recorded in Mortgage Book 1193 at page 237 on June 1, 1971. Mortgage assigned to the Shriners' Hospitals for Crippled Children, a corporation (Greenville Hospital Unit) dated June 1, 1972, and recorded in Mortgage Book 1238 at page 16 on June 19, 1972.

(c) Mortgage from Lloyd D. Auten to Gertrude G. Howell dated August 15, 1971, in the original amount of \$87,093.75, and recorded in Mortgage Book 1202 at page 623 on August 16, 1971.