

25. This Mortgage has been executed by authority of the Board of Directors of the Mortgagor and with the consent of the holder of not less than two-thirds of the outstanding shares of its capital stock entitled to vote thereon;
26. That no waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby;
27. This Mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
28.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed in its behalf by its ^{General Partner} ~~XXXXXX~~, ~~XXXXXX~~, ~~XXXXXX~~ the 27th day of August, 1974.

Signed, sealed, and delivered in the presence of—

David A. Quattlebaum III
Winifred E. Russell Witness.

OAKVIEW:
By WESTMINSTER COMPANY (General Partner)
By Howard W. [Signature] Vice President

ATTEST: [Signature] Assistant Secretary



STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:

Personally appeared before me Winifred E. Russell who, being duly sworn, says that he saw ~~the copy of the instrument~~ within named Oakview, a limited Partnership by Westminster Company ~~XXXXXX~~ one of the duly ~~XXXXXX~~ authorized partners ~~XXXXXX~~ sign and seal the foregoing instrument ~~XXXXXX~~ and that he, with David A. Quattlebaum, III witnessed the execution and delivery thereof as the act and deed of the said Oakview.

Sworn to before me this 27th day of August, 1974

David A. Quattlebaum III
Notary Public for South Carolina

My commission expires 5-13-80



28. The covenant of the maker to pay principal and interest is included in the note secured hereby for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenant and those contained herein that in the event of default under the terms hereof, the holder shall take no action against the maker or members thereof personally except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels appurtenant to the use thereof; PROVIDED, that nothing in this condition and no action so taken shall operate to impair any obligation of the maker under the Building Loan agreement and the Regulatory Agreement herein referred to and made a part hereof.

RECORDED AUG 28 '74 5718

LEATHERWOOD, AUG 5718 STATE OF SOUTH CAROLINA
LOAN NO. 400M
OAKVIEW

C. DOUGLA

Received and recorded in Page 39 this 27th

\$1,359.00
9.925 Acres
Lane & Boling
Also 1.878 Ac
Oakview Lan

0042

4328 RV-2