

3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged 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, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding 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, it remains in full force and value.

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 7th day of October 1974

SIGNED, sealed and delivered in the presence of:

THE ERVIN COMPANY

By: *[Signature]*

Vice President

SEAL

Witness

*[Signature]*

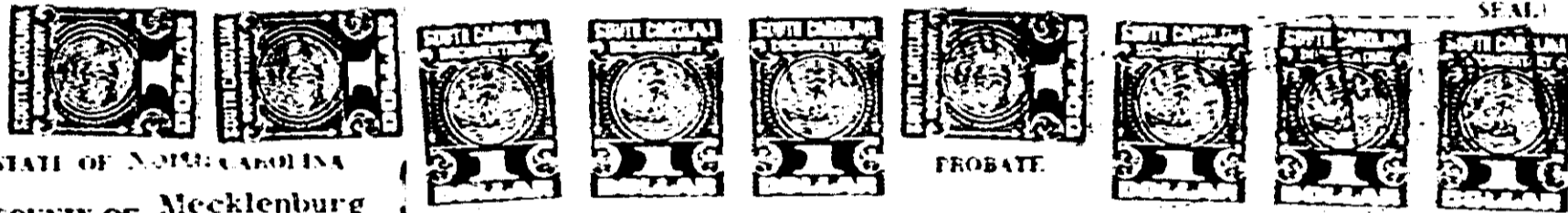
Notary Public & Witness

ATTEST:

*[Signature]*

Assistant Secretary

SEAL



STATE OF NORTH CAROLINA  
COUNTY OF Mecklenburg

Personally appeared the undersigned witness and made oath that he saw the within named mortgagor sign, seal and affix his seal and deed deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 7th day of October 1974.

*[Signature]*  
Notary Public for ~~SOUTH CAROLINA~~ North Carolina  
My Commission Expires 5-12-75

SEAL

*[Signature]*  
Signature 1st Witness

STATE OF SOUTH CAROLINA

NOT NECESSARY  
RENUNCIATION OF DOWER



RECORDED OCT 15 74 9785

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
THE ERVIN COMPANY  
PYLLE & PYLLE  
OCT 15 1974  
9785

CATHERIN-BROWN COMPANY

TO

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 15th day of October 1974  
at 4:15 P. M. recorded in Book 1392 of  
Mortgages page 25 As No. 9785  
in front of Meigs Conover, Greenville, South Carolina  
\$320,000.00  
PYLLE & PYLLE  
Attorneys at Law  
15.26 Acres U. S. Hwy 25-276 &  
Old Buncombe Rd.,  
Greenville, South Carolina