

upon receipt by the Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

13. The granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this mortgage or said note on the part of the Mortgagors to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this mortgage or said note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

14. Mortgagors further agree that they shall be considered in default of this mortgage if they become insolvent or make an assignment for the benefit of creditors, or file a petition in bankruptcy, or are adjudicated bankrupt or if a receiver is appointed for Mortgagors or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer.

15. Mortgagor further agrees that it shall be considered in default of this mortgage if Mortgagor defaults in the performance of any of the provisions of that certain purchase money note and purchase money mortgage payable to B. O. Thomason, Jr., et al, which mortgage was recorded in the Office of the Register of Mesne Conveyance for Greenville County on October 13, 1972.

16. Mortgagors agree to furnish to Mortgagee annual financial and operating statements no later than 90 days from the end of each calendar year.

17. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by the mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the Mortgagors will promptly pay any such tax; if the Mortgagors fail to make such prompt payment or if any such state, federal municipal or other governmental law, order, rule or regulation prohibits the Mortgagors from making such payment or would penalize the Mortgagee if the Mortgagors make such payment, then the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice immediately become due and payable at the option of the Mortgagee.

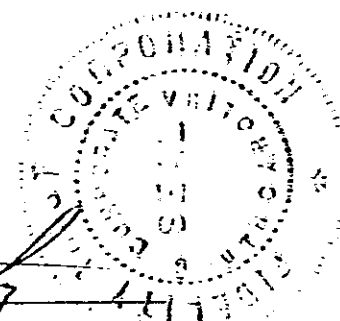
WITNESS its hand and seal this 13th day of October, 1972.

Signed, Sealed and Delivered in the presence of:

Sara A. Barfield  
Lonna Jean Albertson

FIDELITY TRUST CORPORATION

BY [Signature] Vice President  
BY [Signature] Secretary



STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the mortgagor's 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 13th day of October, 1972.

Sara A. Barfield (LS)  
Notary Public for South Carolina  
My Commission expires 10-19-80

Lonna Jean Albertson

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