

The Mortgagor further covenants and agrees as follows

1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereon shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize such insurance company concerned to make payment for a loss payable to the Mortgagee, to the extent of the amount owing on the mortgage debt, whether or not:

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 to do so until the completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make all such repairs as 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 any 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 fee 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 receiving 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 by legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to 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 a receiver, or in collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be paid by the Mortgagor, and shall be payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be retained by the Mortgagee.

7) That the Mortgagee 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 to remain in full force and virtue.

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.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed and delivered this 21<sup>st</sup> day of February, 1975.

SIGNED, sealed and delivered in the presence of [Signature] and [Signature]

CAROLINA SPRINGS GOLF AND COUNTRY CLUB, INC. a corporation. By [Signature] President and [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 mortgagor by it's duly authorized office(s) sign, seal and as its act and deed of said corporation executed and deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 21<sup>st</sup> day of February, 1975. [Signature] Notary Public for South Carolina. My Commission Expires: 2-11-77.

(CONTINUED ON NEXT PAGE)

RECORDING FEE PAID \$4.00 S. 185.04

HORTON, DRAWDY, MARCHEBANKS, ASHMORE, CHAPMAN & BROWN

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Carolina Springs Golf and Country Club, Inc.

H. B. Cooper and W. M. Chamblee Sr.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this \_\_\_ day of \_\_\_ 19\_\_\_ at \_\_\_ M. recorded in Book \_\_\_ of \_\_\_ Mortgages, page \_\_\_ As No. \_\_\_

Register of Meane Conveyance, Greenville County. Horton, Drawdy, Marchbanks, Ashmore, Chapman & Brown, P.A. 307 PATTISON STREET P. O. BOX 10167 P.S. GREENVILLE, SOUTH CAROLINA 29603