

providing protection for said lands and premises and other property after sale which may be made as hereinafter provided for; (iii) the performance and observance of all of the covenants and conditions contained in the Loan Agreement; (iv) the timely payment of the installments of principal and/or interest of any of Mortgagor's Notes to Construction pledged by Construction to Mortgagee pursuant to the terms of a Pledge Agreement of even date herewith; (v) the payment of all other liabilities whatsoever, whether direct or indirect, primary or secondary, of Mortgagor to Mortgagee, now or hereafter existing, arising out of the Loan Agreement; and (vi) performance and observance of all of the covenants and conditions herein contained, Mortgagor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's successors and assigns, all of the property, rights, privileges and franchises (hereinafter called the "Mortgaged Property") as more particularly described on Exhibit "A" annexed hereto and made a part hereof.

TO HAVE AND TO HOLD said Mortgaged Property, with all of the rights, privileges and appurtenances thereunto belonging, unto said Mortgagee, its successors and assigns, forever.

AND IT IS STIPULATED AND AGREED that upon the occurrence of any one or more Events of Default (as hereinafter defined), Mortgagee shall give Mortgagor written notice of the Event of Default, said notice to be forwarded to Mortgagor, Post Office Box 8854, Greenville, South Carolina 29604, Attention: T. Howard Suitt, via certified mail, return receipt requested, and if the Event of Default is not remedied or cured within the period provided therefor in the Loan Agreement the entire amount advanced and outstanding under the Note, principal and interest, and all other amounts that may be secured by this Mortgage, shall at the option of Mortgagee immediately mature and become 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.