The Mortgagor further covenants and agrees as follows:

1. That this mortgage shall secure the Mortgagee for such further sum as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or for any other purpose authorized by the terms hereof; but as to future advances, the execution of this mortgage shall not require the Mortgagee to make such advances. Any future advances, secured hereby, may be evidenced by promissory notes or other obligations of the Mortgagor, bearing such rate of interest, and containing such terms as may be agreed upon between the Mortgagor and the Mortgagee.

2. That it will keep the improvements now existing or hereafter erected on the mortgaged property continuously insured against loss by fire and such other hazards, casualties, and contingencies as may be required from time to time by the Mortgagee, and that all such insurance shall be in such amounts and for such periods as may be required by the Mortgagee and will be carried in companies acceptable to the Mortgagee. All such policies shall be held by the Mortgagee and be in such form as the Mortgagee may require, with loss payable first to the Mortgagee as its interest may appear and then to the Mortgagor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such manner as the Mortgagee shall determine. Such application by the Mortgagee shall not affect the lien of this mortgage for the full amount secured hereby before such application. Any balance of such amount remaining after the full payment of the indebtedness hereby secured shall be paid to the Mortgagor or to the order of such other entity as may be entitled thereto. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

3. That it will keep all improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer any waste of said property. That it will not remove or demolish any building on the mortgaged property without the consent of the Mortgagee. That it will complete promptly and in a workmanlike manner any building which may be hereafter erected on the mortgaged property, and will restore promptly any part thereof which may be damaged or destroyed, and will pay when due all claims for labor performed and materials furnished therefor. That it will comply with all requirements of law or municipality or other governmental agency with respect to the mortgaged property and the use thereof. That it will not commit or permit any waste thereof. That it will not make any alterations in the mortgaged property without the consent of the Mortgagee. That it will cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the mortgaged property may be reasonably necessary, the specific enumerations herein not excluding the general. That it will promptly repair, restore, replace or rebuild any building now or hereafter on the mortgaged property which may become damaged or be destroyed, whether or not the insurance proceeds, if any, shall be sufficient for the purpose. That it will pay promptly when due all bills and costs for the repairs, restoration, replacement or rebuilding. That it will keep the mortgaged property free and clear of all liens and claims except the lien hereof and such as may be expressly permitted herein or in writing by the Mortgagee. That it will not permit or suffer the use of any of the mortgaged property for any purpose which may render void or cause the cancellation of any insurance policy covering said property, or part thereof, nor for any purpose which may increase the risk insured against. That it will pay to the Mortgagee, on the first day of each month until the indebtedness secured hereby is fully paid, an amount equal to the premium that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the property (all as estimated by the Mortgagee and of which the Mortgagor is notified), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premium, taxes and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said premium, taxes and assessments before the same become delinquent. 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.

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 assignment, any Judge having jurisdiction thereof may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full power to take possession, control and care of the same and collect the rents, issues and profits, including arrearages past due as well as those accruing subsequently during the pendency of such proceedings, such receiver to be liable to account only for such rents, issues and profits as he actually collects, and the Court may from time to time authorize the application of the net income in his hands in payment in whole or in part of any indebtedness secured hereby, or any deficiency which may result from any foreclosure sale, or any judgment foreclosing this mortgage, or any tax, special assessment or insurance premium, or any liens which may be or become superior to the lien hereof or of such judgment, or for any expenditures made for the maintenance or improvement of the mortgaged premises, or any other purpose deemed necessary by the Court, and after deducting all charges and expenses attending such proceedings, and of preserving the mortgaged premises, 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 and the mortgaged premises sold as provided by law. The Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing its remedies hereunder, including attorneys' fees, and any such attorneys' fees and other expenses incurred by the Mortgagee shall be secured hereby and by the mortgaged premises. Should the Mortgagee become a party to any suit involving the Mortgagor's title to the mortgaged premises or the validity or priority of the lien hereof or any part thereof, or in which it deems it necessary to protect its interests hereunder, then all costs and expenses incurred by the Mortgagee, including attorneys' fees, shall be secured hereby and by the mortgaged premises. In the event of any default hereunder, the Mortgagee may enter upon and take possession of the mortgaged premises, either in person or by agent, with or without bringing any action or proceeding, and may operate the same and collect the rents, issues and profits therefrom. The Mortgagee shall not be liable to account for more than it actually receives from the mortgaged premises, and may rent the premises for such terms and upon such conditions as its best judgment may dictate. The Mortgagee may, at its option, require the appointment of a receiver for the mortgaged premises, and may enter upon and take possession of the premises either before or after foreclosure sale, without notice to the Mortgagor and without regard to the adequacy of the security for the indebtedness hereby secured, and may exercise any and all rights and remedies granted to a mortgagee under the law of the State of South Carolina, whether or not expressly set forth herein.

7. That the Mortgagee may release any part of the mortgaged property from the lien of this mortgage without the consent of any party liable for the payment of the indebtedness secured hereby, and no such release shall release any party liable for the payment of such indebtedness, nor shall it affect the priority of the lien hereof. No waiver by the Mortgagee of any default hereunder shall be effective unless in writing, and no such waiver shall operate as a waiver of any other default hereunder or of the same default on a future occasion. The rights and remedies of the Mortgagee hereunder are separate, distinct and cumulative and none of them shall be exclusive of the others, and each and every right and remedy shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the terms or conditions of this mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee, and the Mortgagee may pursue inconsistent remedies. The Mortgagee shall not be liable for any error in exercising any power granted herein unless guilty of gross negligence. This mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

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 number 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 10th day of July 1975.

SIGNED, sealed and delivered in the presence of:

M M Watkins

Nita L. Wilkins

John W. Cauley (SEAL)
John W. Cauley

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as the mortgagor's act and deed deliver the within written Mortgage, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10th day of July, 1975.

M M Watkins (SEAL)

Nita L. Wilkins

Notary Public for South Carolina
My commission expires:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 10th day of July, 1975.

Jeanne K. Cauley

M M Watkins

Notary Public for South Carolina
My commission expires:

SEAL

FILED
11 75 At 1:46 P.M.
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN W. CAULEY

TO

ATLANTIC SECURITIES
CORPORATION

Mortgage of Real Estate

Recorded 11th day of July, 1975 at 1:46 P.M. recorded in Book 1313 of Mortgages, page 739

Register of Mesne Conveyance, Greenville County

WILKINS & WILKINS, Attorneys
Attorneys at Law
Greenville, S. C.

$3,000.00
Loan 1555 Pine Brook Forest

4328 RV.2

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