

TO HAVE AND TO HOLD, all and singular the said premises unto the said AMERICAN UNITED LIFE INSURANCE COMPANY, its successors and assigns, forever. And they, Mortgagors, hereby jointly and severally bind themselves and their successors, assigns, heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said AMERICAN UNITED LIFE INSURANCE COMPANY, its successors and assigns, from and against them and their successors, assigns, heirs, executors, and administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

(1) And they, Mortgagors, will insure and keep insured all improvements now on said premises, and which may be placed thereon, against loss by reason of fire, lightning, windstorm and other hazards insured against by the extended coverage and vandalism and malicious mischief endorsements, and such other casualty or contingency as may at any time hereafter be designated by Mortgagee, all of which said insurance shall be written in an amount not less than full replacement value of improvements and in insurance companies satisfactory to the Mortgagee, with standard form of mortgagee clause, without contribution, attached to the policies in favor of Mortgagee; and Mortgagors will pay the premiums on all such insurance and will deliver the policies (or an underlyer of the master policy if there is blanket coverage), renewals and renewal receipts to Mortgagee at least ten (10) days before the expiration date of any such policy; and in the event they, Mortgagors, shall at any time fail to keep the buildings and improvements on the property so insured, Mortgagee may cause the same to be insured in such amounts as it may elect and reimburse itself immediately for the premium or premiums, with interest, at the annual rate of 10% and same shall become a part of the debt secured by this mortgage. Upon any such failure, Mortgagee, at its election, may declare the debt due and payable and institute foreclosure proceedings. In no event and whether or not default hereunder has occurred shall Mortgagee, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Mortgagors expressly assume full responsibility therefor and liability, if any, thereunder. In the event of foreclosure of this mortgage, they, Mortgagors, hereby appoint Mortgagee their attorney, irrevocable, to assign each such policy.

They, Mortgagors, hereby assign to Mortgagee all monies recoverable under each such policy and agree that in the event of loss, Mortgagors will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee. So long as the lease of the herein described premises between Mortgagors, as lessor, and ARA Services, Inc. (the "Lessee"), dated September 24, 1976, a memorandum of which is recorded in the records of Greenville County, South Carolina (hereinafter called the "Lease") is in full force and effect and Lessee is not in default thereunder, and provided such loss or damage does not result in the termination or cancellation of such Lease and that the insurers do not deny liability as to the insureds, such insurance proceeds, after deducting therefrom expenses incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the buildings and improvements on the premises. Otherwise, such proceeds may at the option of the Mortgagee, be applied either to the reduction of the indebtedness secured hereby then most remotely to be paid, or to the cost of rebuilding or restoration of buildings and improvements on said premises. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal or greater value and substantially the same character as prior to such damage or destruction. In any case where the insurance proceeds are made available for rebuilding and restoration, such proceeds, after first deducting the expense of any such disbursement, including, without limitation, costs of title insurance and closings by the title company, shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated costs of completion thereof and with architect's certificates, waivers of lien, sworn statements and other evidence of cost and payments so that the disbursing party can verify that



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