

Mortgagee, its successors and assigns, for approval, whose approval will not be unreasonably withheld, and a fully executed copy of each such financing or loan agreement shall be provided for the Mortgagee's files.

Said Mortgagor further covenants and agrees that if a portion of all of the hereinabove described property located on West Washington Street, Greenville, South Carolina, or a portion or all of the acreage subject to the Purchase Option Agreement between Textile Hall Corporation and Greenville Airport Commission is sold, the entire sales proceeds will be applied as a mandatory prepayment of principal. Any such prepayment will be without penalty and will not alter or modify the quarterly installments of principal and interest as set forth in the Note which this Mortgage secures.

The Mortgagor further covenants and agrees that so long as any balance shall be outstanding on the indebtedness of the Note which this Mortgage secures, no capital expenditures in excess of \$10,000.00 will be made without first obtaining the written consent of the Mortgagee, its successors and assigns.

The Mortgagor further covenants and agrees that so long as any balance shall be outstanding on the indebtedness of this Mortgage and the Note secured thereby, it will give two days' notice in writing to the Mortgagee herein of all meetings of its Executive Committees or other Managing Board or Committees, and a representative of the Mortgagee,

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