

right to have the property herein conveyed sold as a whole or in separate parcels. Mortgagee shall have the right to bid at any foreclosure sale hereunder.

25. That the said mortgagor shall hold and enjoy the said premises until default of payments as provided in said note or a breach of any of the covenants of this mortgage or any other instrument securing said note shall be made or any representation contained in said note shall be or become untrue.

26. If the property described herein is ever designated as part of a flood plain area or any other designation which would make such property subject to the Federal Flood Insurance Act of 1968, as amended heretofore or hereafter, or any similar law, then mortgagor agrees to do everything within its power to comply with the requirements of said law (including all regulations and other requirements applicable thereto) in order that flood insurance will be available to said first party. Thereafter, first party agrees to obtain for the benefit of noteholder an insurance policy satisfactory to noteholder in all respects (including amount, insurer, form and otherwise), to deliver such policy to noteholder as soon as possible, to pay all expenses in connection therewith and to maintain such insurance in full force and effect at all times at mortgagor's expense.

27. Mortgagor hereby agrees not to make, or cause to be made, any conveyance or transfer of any interest in the above described property, including the granting or conveyance of any interest in the property for the purpose of creating any lien or security interest in said property and including the sale of shares of stock or beneficial interests in mortgagor, except for leases to bona fide tenants on said property, without the prior written consent of noteholder. In the event mortgagor desires to make or cause to be made such a conveyance or transfer, it shall furnish information to noteholder as noteholder may request to permit it to evaluate the transaction and the transferee, provided, however, noteholder shall not withhold consent to transfer of stock in Blue Ridge Corporation by R. Hunter Park to other members of R. Hunter Park's family or to key employees, as long as controlling interest is retained by Mr. Park or his estate or immediate family.

28. Mortgagor agrees that upon consummation of the agreement dated March 29, 1977 between Metal Products Corporation, Blue Ridge Corporation and Emery Industries, Inc., with the land referred to therein being transferred to mortgagor, then mortgagor will mortgage to the mortgagee that rectangular piece of property measuring approximately 25' x 734' ±, located on the eastern side of the property mortgaged hereby, by appropriate amendment to Exhibit A of this mortgage. If the agreement described above is not consummated, then mortgagor will mortgage to the mortgagee that certain piece of property measuring approximately 20' x 333' located on the northwest-ern side of the property, also by appropriate amendment to Exhibit A of this mortgage.

29. This mortgage shall be construed and enforced in accordance with and governed by the laws of South Carolina.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals, or, if a corporation, have caused these presents to be executed and attested by its duly authorized officers and its corporate seal to be validly hereunto affixed, on the day and year first above written.

BLUE RIDGE CORPORATION (L.S.)

By: [Signature]
President

ATTEST: William N. Poe
Secretary

WITNESSES:
Sara A. Barfield
Crystal H. Bizzanetti

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