

25. This Mortgage has been executed by authority of the Board of Directors of the Mortgagor and with the consent of the holder of not less than two-thirds of the outstanding shares of its capital stock entitled to vote thereon;

26. That no waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby;

27. This Mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed by its Secretary, ~~and by its President~~ on the 20th day of December, 1978.

GREENVILLE ARMS, A LIMITED PARTNERSHIP

Signed, sealed, and delivered in the presence of—

Kathryn W. Willy

By *Douglas S. Garvin*
Douglas S. Garvin, General Partner
=ATTEST= [CORPORATE SEAL]

Greenville Arms, a Ltd. ptn.
to
Mid-South Mfg. Co., Inc.

Record in the Office of
M. C. for Greenville
S. C. at 2:00 o'clock
P.M. on Feb. 1, 1981
Recorded in Real Estate
Page Book 1531
741
R.M.C. for G. Co., S. C.

Filed for record in the Office of
the R. M. C. for Greenville
County, S. C. in Book 1456
Page 811 on Dec. 27, 1978
and recorded in Real Estate
Mortgage Book 1456
Page 907 on Feb. 1, 1981
Lawrence S. Jordan
R.M.C. for G. Co., S. C.

\$2,355,500.00
10.13 Acres.

GREENVILLE ARMS, A LIMITED PARTNERSHIP by and
Douglas S. Garvin,
the foregoing instrument
with Marie D. Willing

Witnessed by
Kathryn W. Willy
Kathryn W. Willy
19 78

in
Mortgagor herein by deed of R Street
December 27, 1978 in Title

Book 1094, at page 332, Records of Greenville County.

Tax I. D. No. 308-B13-3-1-10

Willyman
Page 101

28. The covenant of the Maker(s) to pay principal and interest is included in the Note secured hereby for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenant and those contained herein that in the event of default under the terms hereof, the Holder shall take no action against the Maker(s) except such as may be necessary to subject to the satisfaction of the indebtedness the property described herein and any chattels appurtenant to the use thereof; PROVIDED, that nothing in this condition and no action so taken shall operate to impair any obligation of the Maker(s) under the Building Loan Agreement and the Regulatory Agreement herein referred to and made a part hereof.

RECORDED DEC 27 1978 at 3:41 P.M. 19125 *ASL*

29. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld.

Re-RECORDED FEB 4 1981 at 2:00 P.M. 22231 *ASL*

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