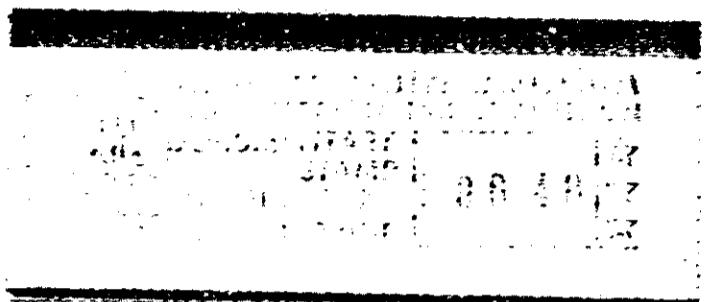


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Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

And the Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Mortgagee from and against themselves and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, that if the Mortgagors shall well and truly pay unto the Mortgagee all sums of money evidenced by the aforementioned Agreement, or any and all future advances which Mortgagee shall make to Mortgagors under said Agreement up to the maximum amount shown as the Line of Credit, and shall pay the taxes, insurance premiums and other amounts herein mentioned at the time and in the manner specified in said Note and herein, then these presents and the estate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this instrument may be completed and executed by the duly appointed and acting manager of the Mortgagee.

And the Mortgagors, for themselves and for their heirs and assigns, hereby covenant with the Mortgagee as follows:

1. That the Mortgagors shall insure the mortgaged buildings against such hazards, in such amounts and with such carriers as may be approved by the Mortgagee, and shall assign the policy or policies of insurance to the Mortgagee, and in case they shall at any time fail or neglect so to do, then the Mortgagee may cause the same to be insured in its name, or as interests may appear, and reimburse itself for the premiums and expenses of such insurance, with interest thereon at the maximum legal rate payable on the next succeeding installment date fixed in said Note, and the same shall stand secured by this mortgage.

2. That the Mortgagors shall pay, as the same may become due, all taxes by whatsoever authority legally imposed on the property hereby mortgaged, and in case they shall at any time neglect or fail so to do, then the Mortgagee may pay such taxes, and reimburse itself for the same with interest thereon at the maximum legal rate, payable on the next billing date established by such Agreement, and that the same shall stand secured by this mortgage.

3. That upon default in the payment of any Scheduled Monthly Payment in accordance with the terms of said Agreement of said Note, or of any insurance premium, taxes or assessments or in the performance of any of the requirements contained in said Note, or of any of the conditions of this mortgage, then the Mortgagee shall have the right to declare the entire amount of the debt secured hereby to be immediately due and payable, and to proceed without notice to enforce the collection of the same, together with interest, reasonable attorney's fees not in excess of 15% of the unpaid balance of the revolving loan account secured hereby and all other amounts secured hereby or permitted by law.

4. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the value of the mortgaged premises, or the adequacy of any security for the mortgage debt, to the appointment of a receiver of the rents and profits of the mortgaged premises, and such rents and profits are hereby, in the event of any default in the payment of said Agreement according to its terms, assigned to the holder of this mortgage.

5. The covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals on May 15, 19 81.

Signed, sealed and Delivered in the Presence of:

Betty B. Dounelis
Donna S. Robinson

Arthur S. Wilson (L.S.)
Arthur S. Wilson

Clara G. Wilson (L.S.)
Clara G. Wilson

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

PERSONALLY appeared before me Betty B. Dounelis and made oath that she saw the within named Arthur S. Wilson and Clara G. Wilson sign, seal and as their act and deed deliver the within written mortgage, and that deponent with Donna S. Robinson witnessed the execution thereof.

SWORN to before me this 15th day of May, 19 81

Notary Public in and for South Carolina
MY COMMISSION EXPIRES MAY 17, 1981 (CONTINUED ON NEXT PAGE)

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