(c) Maintenance of the Properties. The Mortgagor shall maintain the Real Estate in good condition and repair and shall keep attractive the appearance of the Real Estate. The Noteholder may, at any time, cause an inspection to be made of the Real Estate by its representatives, and such representatives shall be permitted reasonable access to the Real Estate and every part thereof. If any such inspection shows the reasonable need of restoration, repairs or maintenance and the Noteholder makes demand therefor, the Mortgagor shall proceed within thirty (30) days after such demand has been made to effect such restoration, repairs and maintenance and shall expeditiously complete the same. No part of the Real Estate shall be removed, altered or demolished without the prior written consent of the Noteholder.

(d) Insurance. The Mortgagor shall at all times keep the Real Estate insured against loss or damage by fire, storm, wind and other hazards and casualties for the fair and reasonable insurable value thereof, in companies satisfactory to the Noteholder, with loss payable to the Noteholder, as the Noteholder's interest may appear, and to promptly deliver such insurance policies or any renewals thereof to the Noteholder. If Mortgagor shall fail to keep the Real Estate insured as stated above, then the noteholder may at Mortgagee's option insure the Real Estate for its own benefit and the cost of the insurance premiums shall be added to the indebtedness secured by this Mortgage.

(e) Liens, Taxes and Assessments. Except with the prior written consent of the Noteholder, the Mortgagor shall keep the Properties free from liens and encumbrances which may have priority over, or which may be inferior to, the lien of this Mortgage, except liens for taxes not yet due and payable and the lien of the certain mortgage (hereinafter called the "First Mortgage"), dated April 7, 1977, recorded _____, in the Greenville County Courthouse, Greenville, South Carolina, in Mortgage Book 1394, at page 745, to secure the payment of a note (hereinafter called the "First Note") in the original principal amount of $39,350.00 together with interest as set forth therein. The Mortgagor shall pay when due all taxes and assessments levied against or which constitute liens on the Properties, but the Mortgagor may appropriately contest the levy of any such tax or assessment provided that it makes whatever provision for the protection of the Properties, including the payment of such tax or assessment, that the Noteholder may require. The Noteholder shall have the right but not the obligation to make any payments which are due and payable under the First Mortgage or the First Note, the nonpayment of which would constitute or then does constitute a default under either. All amounts so advanced shall bear interest at the interest rate specified on the Note from the date of the advance to the date of repayment, shall be payable by the Mortgagor to the Noteholder on demand, shall be secured hereby and shall be held to be a prior charge in the event of foreclosure. The Mortgagor shall comply with all terms, provisions and conditions of the First Note and the First Mortgage, if any.

(f) Assignments of Rents and Leases. The Mortgagor shall make no assignment of the Leases or of any of the rents, issues, profits, revenues, royalties, rights of contract and otherwise relating to the Leases without the prior written consent of the Noteholder.

(g) Eminent Domain. In the event that any proceedings to take the Real Estate or any part thereof by exercise of the power of eminent domain are undertaken or threatened, or in the event of a proposed sale thereof to a proposed condemnor to avoid the exercise of the power of eminent domain, the Mortgagor shall give the Noteholder prompt notice thereof. Any award, refund or proceeds made or paid to the Mortgagor shall immediately be paid over to the Noteholder, and the Mortgagor hereby appoints the Noteholder its attorney in fact (which power of attorney shall be deemed to be coupled with an interest) to receive and give all appropriate discharges for any such award. The Noteholder may, at its option, apply such award first to the payment of any monies paid pursuant to the covenants, agreements, terms, conditions and warranties of the Note and this Mortgage, then to the payment of accrued interest on the Note, then to the prepayment of the installments of principal of the Note in the inverse order of their maturity, and thereafter such installments shall continue to be made at the same time and in the same amounts as if there had not been such prepayment until such time as payment in full of the Note shall have been made. The Noteholder shall pay the residue, if any, of such award not applied as provided hereinabove, to the Mortgagor or to any person or persons entitled thereto by law.

(h) Waiver of Exemptions. Every person liable or who may become liable under the Note or under this Mortgage or who has assumed, served as surety for or guaranteed the obligations under the Note or under this Mortgage hereby waives the benefits of all exemption rights including but not limited to the benefit of the Homestead Exemption as to the Note and this Mortgage.

2. Events of Default Hereunder.

The following shall be events of default (the "Events of Default") hereunder and under the Note:

(a) Failure to pay any amount due under the Note or under this Mortgage after the same shall have become due and payable.

(b) Failure to comply with or observe any covenant, agreement, term or condition contained in the Note or this Mortgage.

(c) If any representation or warranty made by the Mortgage in the Note or this Mortgage shall not be true and correct in all material respects on the date as of which made.

(d) If the Mortgagor shall die, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against it, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, fiscal agent or liquidator of all or any substantial part of its assets.

(e) If the Mortgagor shall abandon, damage, sell, transfer or encumber any portion of the Properties or use any portion of the Properties illegally or if any levy, seizure or attachment shall be made against all or any portion of the Properties except that the following shall not be deemed to be Events of Default hereunder: (i) the creation of a lien or encumbrance subordinate to this Mortgage, (ii) the creation of a purchase money security interest for household appliances (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (iv) the grant of any leasehold interest of three (3) years or less not containing an option to purchase.

(f) If a final judgment in an amount greater than $1,000 shall have been rendered by a court of competent jurisdiction against the Mortgagor (or any person comprising the Mortgagor) and if, within thirty (30) days after entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within thirty (30) days after the expiration of any such stay such judgment shall not have been discharged.

4328 RV.2