

its reasonable sole discretion it determines that its security is impaired, elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.

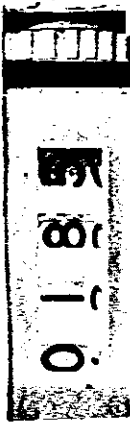
8. That the Mortgagor will comply with all the terms and conditions contained in that Loan Agreement between the Mortgagor and Greenville County of even date herewith.

9. That, together with, and in addition to, the payments of principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to the Mortgagee, at the Mortgagee's option, on such payment date, until the indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee. All such deposits shall be held by the Mortgagee without interest and free of any lien or claim of the Mortgagor's creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

10. That the Mortgagor will not, without first obtaining the written consent of the Mortgagee, mortgage or encumber the mortgaged premises or assign or attempt to assign the rents or any part thereof from the said premises.

11. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person or entity in any manner whatsoever other than by and through a corporate reorganization or merger. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

12. That the Mortgagor will keep Mortgagor's books and records in accordance with generally accepted accounting principles covering the operation of the premises, should the same be income producing, and, on demand of the Mortgagee, deliver to the Mortgagee, within one hundred and twenty (120) days after the close of each of the Mortgagors' fiscal



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