

with and at all points 23 feet southeastwardly from the center line of the spur line of the Southern Railway Company, N. 39-17 E. 115.9 feet to an iron pin on the southwesterly side of Worley Road; thence along the southwesterly side of Worley Road, S. 32-16 E. 84 feet to an iron pin at the point of beginning.

TOGETHER with all the right, title, interest, privileges and benefits of the Mortgagor in and to the railroad spur track serving the building on said premises and in and to any agreement with respect to the same.

AND, as further security for the payment of all indebtedness herein mentioned, all rents and profits of the mortgaged premises and the right, title and interest of said Mortgagor in and under all leases now or hereafter affecting said premises, including the lease made by said Mortgagor with Associated Plywood Mills, Inc. dated January 13, 1953 for a term expiring April 1, 1963 and recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina on January 20, 1953 in Volume 470, page 371, (as modified by agreement between the said parties dated February 5, 1953), are hereby assigned and transferred to the Mortgagee. So long as no default shall exist in compliance with any requirement hereof or of any modification hereof, the owner in fee of the mortgaged premises may collect assigned rents and profits as the same fall due, but upon the occurrence of any such default, or at such later time as the Mortgagee in its sole discretion may determine, all right of the owner of the mortgaged premises to collect or receive rents or profits shall wholly terminate. Said Mortgagor shall not, without first obtaining the written consent of the Mortgagee, otherwise assign any of the rents or profits of the premises or collect any rent for more than two months in advance, nor shall the Mortgagor or any owner of the mortgaged premises accept a surrender of, or modify, any existing or future lease nor do or suffer any act or thing which would impair the security for the mortgage debt or the lien of the Mortgagee upon the mortgaged property or the rents thereof.

AND, the Mortgagor will submit to the Mortgagee annually within three months after the end of each fiscal year of the Mortgagor a detailed operating statement over the Mortgagor's signature specifying the rents and profits received from the mortgaged premises for such fiscal year and the disbursements made for said period.