

The mortgagor further covenants and agrees that so long as any balance shall be outstanding on the indebtedness of this mortgage and the note secured thereby, no capital expenditures in excess of \$10,000.00 will be approved by the mortgagor's Board of Directors or other Managing Board without first obtaining the written consent thereto of the mortgagee, its successors and assigns.

TO HAVE AND TO HOLD all and singular the said Premises unto the said THE PEOPLES NATIONAL BANK OF GREENVILLE, GREENVILLE, SOUTH CAROLINA, its successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the Said THE PEOPLES NATIONAL BANK OF GREENVILLE, GREENVILLE SOUTH CAROLINA, its successors and Assigns, from and against the said mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sums (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the mortgagee. The mortgagor hereby assigns to the mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the mortgagee, be applied by the mortgagee upon any indebtedness and/or obligation secured hereby and in such order as mortgagee may determine; or said amount or any portion thereof may, at the option of the mortgagee, either be used in replacing, repairing