The Mortgagor further covenants and agrees as follows:

1. That time is of the essence of the Mortgage for such further sum as may be advanced hereafter, at the option of the Mortgagee, to the Mortgagor, or any other person or persons, firm or corporation, for any purpose deemed to be beneficial to the Mortgagor, all of which shall be secured by the Mortgage when made, and that the Mortgagee may, at its option, charge against the principal hereof, all costs and expenses incurred by the Mortgagee in connection with the collection of the indebtedness secured hereby, including but not limited to reasonable attorney's fees, and all such sums shall be payable on demand and shall bear interest at the rate specified in the note or other evidence of indebtedness secured by the Mortgage from the date of payment by the Mortgagee until paid.

2. That all buildings, improvements or hereafter erected on the premises described herein, and all other hereafter placed on the premises by the Mortgagor, or any other person or persons, firm or corporation, shall be deemed to be and remain a part of the real estate covered by the Mortgage, and shall be subject to the lien of the Mortgage. The Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee. All such policies of insurance shall be in such form and with such companies as may be required by the Mortgagee. The Mortgagor shall pay promptly when due any premiums on such insurance. In the event of loss, the Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereunder or to the restoration or repair of the property damaged. In the event of the foreclosure of this mortgage or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

3. That the Mortgagor will keep the premises in good repair and will not commit or suffer any waste thereof, and will not do or suffer to be done any thing which will impair the security of this Mortgage. That the Mortgagor will not remove or demolish any building or improvement thereon, and will not cut or remove any timber, except such as may be required for its own ordinary domestic purposes. That the Mortgagee may, at its option, make such repairs as it may deem necessary for the protection of the premises herein described, and the Mortgagor agrees to pay the cost of such repairs, with interest thereon, on demand, and the same shall be secured by this Mortgage.

4. That the Mortgagor will promptly pay when due all taxes, assessments and other charges, fines or impositions attaching to or assessed against the premises described herein, or any part thereof, or against the interest of the Mortgagee therein, and will promptly deliver to the Mortgagee receipts evidencing such payments. The Mortgagor will promptly comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

5. That should proceedings be instituted for the condemnation of the mortgaged premises, or any part thereof, by any public authority, and should the Mortgagee be of the opinion that such proceedings may materially affect the security given by this Mortgage, then the Mortgagee may, at its option, either (a) declare the entire indebtedness secured hereby immediately due and payable, or (b) intervene in such proceedings and be represented therein by counsel of its own choosing, and any sum which may be awarded or paid as compensation, damages, or otherwise, shall be paid to the Mortgagee and shall be applied by it to the payment of the indebtedness secured hereby.

6. That if the Mortgagor shall default in the payment of the note or any other indebtedness secured hereby, or any part thereof, when due, or in the performance of any other covenant or agreement contained in this Mortgage, or in any other mortgage now or hereafter given to the Mortgagee, then at the option of the Mortgagee, all of the indebtedness secured by the Mortgage shall become immediately due and payable, and the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of the mortgage, or should the Mortgagee become a party of any suit or proceeding which affects the mortgaged premises, or should the debt secured hereby, or any part thereof, be placed in the hands of an attorney at law for collection, then all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be immediately payable on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be included in any judgment or decree.

7. That the Mortgagee shall hold and enjoy the premises above conveyed, subject to the terms of this mortgage, until the note or other evidence of indebtedness secured hereby, is fully paid, at the time, place, and in the manner stated therein, provided that if the Mortgagor shall fully perform all the terms, covenants and conditions of the mortgage and of the note or other evidence of indebtedness secured hereby, then this mortgage shall be utterly null and void; otherwise to remain in full force and effect.

8. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 15th day of January 19 79

SIGNED, sealed and delivered in the presence of:

Jane E. Walker (SEAL)

Olin S. Elliott, Jr. (SEAL)

Marianna E. Oppenheimer (SEAL)

(SEAL)

STATE OF ~~SOUTH CAROLINA~~ CALIFORNIA
COUNTY OF LOS ANGELES

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written mortgage to the within named mortgagee, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of January 19 79.

(SEAL)

Notary Public for ~~South Carolina~~ CALIFORNIA
My Commission Expires:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

16 day of January 19 79

(SEAL)

Notary Public for South Carolina
My Commission Expires:

(CONTINUED ON NEXT PAGE)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Jane E. Walker, Olin S. Elliott, Jr. and Marianna E. Oppenheimer

TO

Bankers Trust of South Carolina

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this day entered of record in Real Estate Mortgage Book M, recorded in Book 1400 on the 19 day of January 19 79 at 4:00 P.M. As No. 401

Register of Mesne Conveyance, Greenville County

LAW OFFICES OF
Matthews, Chapman, Brown & Harter, P.A.
111 Toy Street
P. O. Box 10224 F. S.
Greenville, South Carolina 29603

RECORDED 1229 RV-2