

19. That Mortgagor will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises by Mortgagor, as assignor, and given to Mortgagee, as assignee, as additional security for the payment of the indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagor suffers or permits to occur any breach or default under the provisions of any such assignment of lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the Mortgage and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

20. Mortgagor covenants to, and it is the essence of this Mortgage, that Mortgagor shall continuously during the term of this Mortgage, during all usual business hours, occupy and use 27,200 square feet of the improvements as a supermarket, which shall include the sale and offering for sale of all the goods, wares, merchandise and the performance of such services as are usually incident to Mortgagor's business, (except during any times when the improvements used as a supermarket by Mortgagor may be untenable by reason of fire or other casualty). Mortgagor further agrees that in the operation of its store on the mortgaged property, it will, at all times, carry a full and complete stock of seasonable merchandise offered for sale at competitive prices and will maintain adequate personnel for the efficient service of its customers and, in general, employ its best judgment, efforts, and abilities to operate the store in a manner calculated to produce the greatest volume of profitable sales.

WITNESS the undersigned's hand and seal this 30<sup>th</sup> day of July, 1980.

Signed, Sealed and Delivered in the Presence Of:

INGLES MARKETS, INC.

*Virginia B. McGuire*  
*[Signature]*

By: *Robert P. Ingle* (SEAL)  
President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named INGLES MARKETS, INC., by Robert P. Ingle, its President, sign, seal and as its act and deed delivery the within MORTGAGE, and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

30<sup>th</sup> day of July, 1980.

*Virginia B. McGuire*

*[Signature]* (L.S.)  
Notary Public for South Carolina.

My Commission Expires 8-12-80

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