satisfied this 27th day of February, 1974.

THORNWELL ORPHANAGE

By: Robert Blumer, President

Robert Blumer

WITNESSES:

Paid in full & satisfied this 27th day of February, 1974.

THORNWELL ORPHANAGE

By: Robert Blumer, President

WITNESSES:

PAID 100 OUT 900 PAGE 504

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loan, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises with full authority to take possession of the premises and collect the rents, issues and profits, including a reasonable rental for the use and occupancy of the premises during the pendency of such proceeding and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

FILED
GREENVILLE CO. S. C. MAR 13 1

PYLE & PYLE
ATTORNEYS

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

MARTHA M. BAUGH

223330

TO

THORNWELL ORPHANAGE, CLINTON, S C

SATISFIED AND CANCELLED OF RECORD

15 DAY OF Sept 74

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 11:40 O'CLOCK A. M.

Mortgage of Real Estate

I Hereby certify that the within Mortgage has been filed this 5th. day of September, 19 74 at 10:39 A. M. recorded in Book 900 of Mortgages, page 503 As No

Register of Mesne Conveyance Greenville County, S. C.

PYLE & PYLE
Attorneys at Law
Greenville, South Carolina

28 PM 22

4328 RV-2