

## MORTGAGE OF REAL ESTATE

WALKER, EVANS &amp; GOSWELL CO., CHARLESTON, S. C. 14500-2-12-40

are, or the Mortgagor shall erect or permit to be erected any new buildings on said land without the consent in writing of the Mortgagee; or if injury or waste is committed or permitted to or on said property, or the buildings or improvements thereon, or any fixtures or improvements are removed from or changed on said property, without the consent in writing of the Mortgagee, all in accordance with the covenants herein contained; or if Mortgagor abandons the premises; or if the Mortgagor shall fail to keep, observe or perform or shall violate any of these, or any other agreement, condition, covenant, stipulation or term of this instrument, or the note which it secures, the whole amount of said debt, at the option of the Mortgagee, shall become due and collectible at once.

13. The Mortgagor represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby, that it does hereby waive and renounce for itself and its successors and assigns all rights that now exist or may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any reason.

14. And the said Mortgagor doth, as additional security, hereby assign, set over and transfer to the said Mortgagee, all of the rents, issues and profits of the said mortgaged premises that may be unpaid or uncollected and that accrue or fall due from and after any default by Mortgagor hereunder, or any breach or violation of any agreement, condition, covenant or term of the note or mortgage, or after the service of a summons in any action of foreclosure, to which said Mortgagee may be a party, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, and if said premises be not rented, the receiver shall have the right to rent out the premises; all without consideration of the value of the mortgaged premises, as security for the amount due and Mortgagee, or the solvency of any person or persons liable for the payment of such amount, anything herein or elsewhere to the contrary notwithstanding.

15. In the event said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, the Mortgagee may also recover of the Mortgagor, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum, not exceeding ten (10%) per cent, upon the amount due, for attorney's fee, which shall be secured by this mortgage and shall be included in any judgment of foreclosure recovered.

16. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently.

17. In case of error or omission in this mortgage or the note which it secured, a mortgage or note to correct the same, dated as of this date, will be promptly executed by the Mortgagor.

18. It is further covenanted and agreed that any waiver by the Mortgagee or any agreement, condition, stipulation or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of the act at any subsequent time, or of any similar or other act or acts of commission or omission at that time or at any subsequent time.

19. The Mortgagor shall hold and enjoy the said premises until default in the payment or any of the installments, as provided in said note, or breach of any of the covenants or conditions of this mortgage, shall be made; however, any agent or representative of the Mortgagee may enter upon said premises at any time for the purpose of inspecting same, or for any other purpose desired by the Mortgagee, and do such other things as are necessary to protect and preserve the security.

20. The Mortgagor agrees that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee, its successors and assigns, may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no foreclosure on the part of the Mortgagee or its assigns, or release of any portion of the mortgaged premises and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

IN WITNESS WHEREOF, F. S. HENDRICKS, INC, has caused this instrument to be executed by F. S. Hendricks, its President, and T. B. Nalley, its Secretary, who have affixed its corporate seal, duly authorized, hereunto, this the 1st day of February, 1943, and attested by its Secretary.