

And the said mortgagor(s) agree(s) to insure and keep insured the houses and buildings on said lot in a sum not less than Ninety-four Hundred - - - Dollars in a company or companies satisfactory to the mortgagee(s) from loss or damage by fire, with extended coverage endorsement thereon, and assign and deliver the policies of insurance to the said mortgagee(s) and that in the event the mortgagor(s) shall at any time fail to do so, then the mortgagee(s) may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee(s) at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND should the Mortgagee(s), by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or other casualty to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor(s), its successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee(s), without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or other casualty, or such payment over, took place.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee(s) the houses and buildings on the premises against fire and other casualty, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee(s) shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee(s), without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor(s) agree(s) to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree(s) that any Judge of 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 and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED, ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if

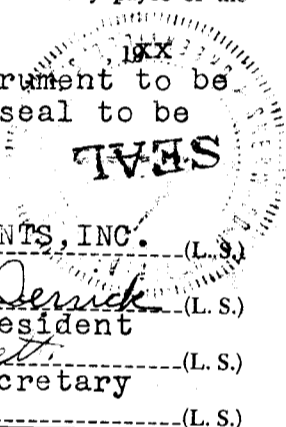
the said mortgagor(s), do and shall well and truly pay or cause to be paid unto the said mortgagee(s) the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor(s) shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

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 number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS ~~hand(s) and seal(s) this~~ day ~~of~~

In witness whereof the undersigned has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 29 day of October 1948.



Signed, sealed and delivered in the Presence of:

Madah M. Bray  
Patrick C. Fant

SHERWOOD COURT APARTMENTS, INC. (L.S.)  
By Mabel B. Derrick (L.S.)  
President  
and Frank B. Moffett (L.S.)  
Secretary (L.S.)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY Appeared before me Madah M. Bray and made oath that she saw Mabel B. Derrick, as President, and Frank B. Moffett, as Secretary, of Sherwood Court Apartments, Inc., a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written mortgage and that she with Patrick

C. Fant witnessed the execution thereof.

SWORN To before me this 29 )

day of October A.D., 1948)

Madah M. Bray

Patrick C. Fant (L.S.)  
Notary Public for South Carolina

Recorded November 1st, 1948, at 12:33 P.M. #23833