

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest on the said ~~note~~ or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the said Mortgagee ~~its Successors~~ or assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then in that event the said Mortgagee, ~~its Successors~~ or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee (of not less than 10% per cent. of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the said **Joncas, Incorporated, its Successors or Assigns** do and shall well and truly pay, or cause to be paid, unto the said **Berry's, Incorporated, its Successors or Assigns** the said debt or ~~note~~ and sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said ~~note~~ and Conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that **Joncas, Incorporated, its Successors and Assigns is** to hold and enjoy the said premises until default of payment shall be made.

WITNESS the hand of **Joncas, Incorporated, by John M. Dempsey, President** and the seal of the corporation, this **Seventh** day of **December** in the year of our Lord one thousand nine hundred and **sixty seven** and in the one hundred and **ninety second** year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED }
IN PRESENCE OF }
Septil A. Howard
Robert L. Chipley, Jr.

Joncas, Incorporated (SEAL)
John M. Dempsey (SEAL)
By: **John M. Dempsey, President** (SEAL)
John M. Dempsey, Pres.

The State of South Carolina, }
COUNTY OF Greenville }

PERSONALLY appeared before me Septil A. Howard and made oath that she saw the within named **Joncas, Incorporated** by its **President, John M. Dempsey** sign, affix the corporate Seal, and as the Act and Deed of the said Corporation deliver the within written deed, and that she with Robert L. Chipley, Jr. witnessed the execution thereof.

SWORN to before me, this **7th** day of **December** **1967**
Robert L. Chipley, Jr.
Notary Public for S.C.



Recorded Dec. 7, 1967 at 3:06 P. M., #16118.

*For value received this mortgage assigned to Southern Bank & Trust Co. Greenville, S.C. with full powers. This 10th day of May 1967.
Berry's Inc. Witness - Howard A. Howard
By J. T. Berry Pres. Robert L. Chipley
Assigned with full powers. May 10, 1967 at 11:07 A.M.
20107*