

...of the rents and profits and the payment of such rents and profits is made an express condition upon which the loan hereby secured is made. VOL 4-1 PAGE 330

That the rights and remedies provided for in the two preceding paragraphs shall be held to be in addition to and not in limitation of those provided by law.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note (bond) secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note (bond) secured hereby, this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand by the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

In case of foreclosure and sale of the mortgaged premises, said premises may be sold in one parcel. If the proceeds of the sale are not sufficient to pay the principal and interest on the debt secured hereby, together with all expenses made hereunder by or for the account of the Mortgagee, the Mortgagee shall be entitled to the balance of the debt secured hereby.

16-53187-1

This mortgage has been executed by authority of the Board of Directors of the Mortgagor and with the consent of the holders of not less than two-thirds of the outstanding shares of its capital stock entitled to vote thereon.

This mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed in its behalf by its Secretary, and its corporate seal to be affixed hereto the 6th day of July, 19 49
CALHOUN TOWERS, INC.

Signed, sealed, and delivered in the presence of—

By F. W. Symmes President.

E. Elaine Boylston

[CORPORATE SEAL]

ATTEST:

Rudolph C. Barnes Witnesses.

Mary L. Shaw Secretary.

STATE OF SOUTH CAROLINA } ss:
COUNTY OF GREENVILLE

Personally appeared before me ELAINE BOYLSTON who, being duly sworn, says that she saw the corporate seal of the Calhoun Towers, Inc. affixed to the foregoing instrument and that she also saw F. W. Symmes, President, and Mary L. Shaw, Secretary of said CALHOUN TOWERS, INC. sign and attest the same and that she, with Rudolph C. Barnes witnessed the execution and delivery thereof as the act and deed of the said Calhoun Towers, Inc.

Sworn to before me this 6th day of July, 19 49.

Rudolph C. Barnes

Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

Recorded July 8th. 1949 at 10:00 A. M. #15968