

Savings and Loan Association, Greenville, S. C., in the original amount of \$150,000.00, dated June 12, 1964, recorded June 12, 1964, in Vol 961 at page 542 in the Office of the Clerk of Court for Greenville, South Carolina.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining:

The foregoing conveyance is a mortgage to secure the payment of the aforesaid obligations now in existence, or now being made or incurred; and also to secure the payment of any and all notes, liabilities, and obligations of the mortgagors, or either of them, to the Mortgagee, his, her, their or its successors, executors, administrators, heirs or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by the mortgagee, or be acquired hereafter, it being the intent and purpose of the mortgagor to secure by this mortgage, all notes, claims, demands, liabilities and obligations which the mortgagee, his, her, their or its successors, executors, administrators, heirs or assigns, may have, hold, or acquire at any time during the life of this mortgage against the mortgagor; Provided, that the total of all amounts secured hereby shall not exceed at any one time the sum of One Million and no/100 (\$1,000,000.00) Dollars in the aggregate; and provided further that all such notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this mortgage, or on or before three (3) years after the date of this mortgage.

And it is Agreed, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting an unfurnished building similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its ~~heirs, executors, administrators, successors and assigns forever.~~ ^{heirs, executors, administrators, successors and assigns} And the Mortgagor(s) do ~~ES~~ ^{ES} hereby bind ~~itself and its heirs, executors, administrators, successors and assigns, and all other persons whomsoever,~~ ^{its heirs, executors, administrators, successors and assigns, and all other persons whomsoever,} lawfully claiming or to claim the same, or any part thereof.

And it is covenanted and agreed that if the said mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon the mortgagee for or on account of this loan, either by the state or county, or for local purposes, the mortgagee shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the mortgagor or the person or persons claiming or holding under the mortgagor shall at once pay the entire indebtedness secured hereby.

And it is Agreed, by and between the said parties, that the said mortgagor (which expression herein shall include his, her, their or its successors, heirs, executors, administrators or assigns), shall and will forthwith insure the house and building on said land, and keep the same insured from loss or damage by fire in the sum of Two Hundred Thousand and no/100 (\$200,000.00) Dollars, and assign the policy of insurance to the said mortgagee (which expression herein shall include, his, her, their or its successors, executors, administrators, heirs or assigns), and in case he or they shall at any time neglect or fail so to do then the said mortgagee may cause the same to be insured in his or its own name, and reimburse himself or itself for the premium and expenses of such insurance under this mortgage.

In case any insured buildings or improvements on said premises are destroyed or damaged by fire or windstorm, the sum or sums collected from said insurance may, at the option of the mortgagor, be applied either to the payment of the debt secured by this mortgage, or under the direction of the mortgagee, to the reconstruction of the buildings or improvements so destroyed or damaged.

And it is Further Agreed, That said mortgagor shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, and reimburse himself or itself under this mortgage.

And it is Further Agreed, That said mortgagor shall not do or suffer any act to be done in, upon or about said premises or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as a security for said debt;

PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these presents, that if the mortgagor(s) or the heirs, executors, administrators, successors and assigns of the mortgagor(s) do and shall well and truly pay or cause to be paid, unto the said mortgagee, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said bond, note, or other obligation, and all insurance premiums and taxes, then this deed or 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 mortgagor and mortgagee that the said mortgagor is to hold and enjoy the said premises until default be made in the terms of said bond, note or other obligation, or the within mortgage. But in case of nonpayment of the said debt or sum of money, with interest thereon, or any part thereof, or any part of the interest so to become due, according to the true intent and meaning of the said bond, note or other obligation, or in case the said mortgagor shall neglect or fail to pay promptly when due the taxes upon the said property, or to insure the house and building on said land and keep the same insured as aforesaid, or to observe any of the covenants and agreements, the whole amount of said debt, at the option of the lawful holder thereof, shall become due and collectible at once, anything hereinbefore or in said obligation contained in the contrary notwithstanding; said option to be exercised without notice. And upon said debt being due and collectible it shall and may be lawful for the said Mortgagee, and the Mortgagor does hereby empower and authorize the said Mortgagee to institute a proceeding for the foreclosure and sale of said property, and from the proceeds of said sale to deduct all taxes thereon due, or which may have been paid by the mortgagee, the principal and interest due on the said debt, and ten per cent. attorney's fees, premiums of insurance and the costs and charges of said sale, and, the surplus, if any, to be held subject to the order of the Court of competent Jurisdiction. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges, the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale shall entitle the purchaser to immediate possession of the premises; and any holding of the same thereafter by the said mortgagor or other persons holding under him, shall be as tenant of the said purchaser at the same rental basis as comparable buildings in the vicinity thereof, payable monthly; and the said purchaser may at any time determine such tenancy by giving one month's notice to the party in possession, or without such notice, in case at any time any rent be due and unpaid; and in either of said cases such purchaser shall have the right to obtain possession of the said premises as in other cases of landlord and tenant, upon the determination of a lease.

It is Agreed that in consideration of the making of the loan secured hereby, the mortgagor covenants and agrees that notwithstanding the mortgagor may be occupying the mortgaged property, nevertheless immediately upon and from any foreclosure proceedings hereon being begun the occupancy of the mortgagor shall be as tenant at the same rental basis as comparable buildings in the vicinity thereof.

And the said mortgagor does, 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, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interest, taxes and fire insurance, without liability to account for anything more than the rents and profits actually collected.