

1928-11-28

10 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 indebtedness secured by this mortgage shall, at the option of the Mortgagee, without notice to any party, become immediately due and payable.

11. And in case proceedings for foreclosure shall be instituted, the Mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises whether occupied by the owner or any person, firm or corporation holding under or through the owner as additional security for this loan, and agrees 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.

12. And it is agreed, by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

13. Invalidation of any one of the provisions contained in this mortgage by judgment or court order shall in no wise affect any of the other provisions herein, which other provisions shall remain in full force and effect.

14. And Mortgagor hereby transfers, sets over and assigns to Mortgagee all judgments, awards of damages, or settlements hereafter made as a result of, or in lieu of, any taking of the property, or a part thereof, under power or threat of eminent domain.

15. No delay in, or failure to, exercise any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof by Mortgagee.

16. 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, and the use of any gender shall be applicable to all genders.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee 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 shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

WITNESS (my) (our) Hand(s) and Seal(s) this 11th day of September in the year of our Lord one thousand nine hundred and seventy-four

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