MORTGAGE OF REAL ESTATE

taxes due thereon, the principal and interest due on said debt, and any and all sums paid out by the mortgages hereunder, not exceeding then (10%) per cent attorney's fees, premiums of insurance and any costs and charges of the said sale, then to hold the over plus subject to the rights of the holder of any subsequent lien or encumbrance on the said premises who may give express notice in writing of his holding the same; and if no such claim be made, then to pay such over plus to the said mortgagor. 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, by conveyance, shall entitle the purchaser to immediate possession of the premises, and the mortgagor, or any person holding under him, shall then become and be tenants/NVer, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossed, in case of sale by any corporation as mortgagee, the deed shall be executed in the name of the mortgagor by the President, Manager or Agent of said corporation, as attorney in fact. The power and agency hereby granted are coupled with an interest, and are irrevocable by death, or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 13: The mortgage represents and declares as a condition hereof and as a part of the considers tion for the loan secured hereby, that he does hereby waive and renounce for himself, his heirs administrators, and executors all rights that now exist or that may hereafter exist under the laws of the State of South Carolina, to require an appraisal of the property herein described, hefore or after the foreclosure sale thereof, and agree to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, without requiring an appraisal of the property herein described, without any defense or set-off because of the alleged true value of said land, or for any reason.
- 14: And the said mortgager doth, 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 that may be unpaid or uncollected and that accrue or fall due from and after any default by mortgager hereunder, or any breach or violation of any agreement, condition, covenant or term of the note or mortgage, or 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 the appointment of a receiver for such rents and profits as a matter of right, and if said premises be not rented, the receiver shall have the right to rent out the premises, all without consideration of the value of the mortgaged premises, as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount, anything herein or elsewhere to the contrary notwithstanding.
- 15: In the event said debt, or any part thereof, is established by or in any action for fore-closure of this mortgage, the mortgagee may also recover of the mortgagor, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum, not exceeding then (10%) per cent upon the amount due, for attorney's fees, which shall be secured by this mortgage and shall be included in any judgment of foreclosure recovered.
- 16: All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently,
- 17: In case of error or omission in this mortgage or the note which it secures, a mortgage or note to correct the same, dated as of this date, will be promptly executed by the mortgagor.
- 18: It is further covenanted and agreed that any waiver by the mortgagee of any agreement, condition, stipulation or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of the act at any subsequent time, or of any similar or other act or acts of commission or omission at that time or at any subsequent time.
- 19: The mortgagor shall hold and enjoy the said premises until default in the payment of any of the installments, as provided in said note, or breach of any of the covenants of this mortgage shall be made; however, any agent or representative of the mortgagee may enter upon said premises at any time for the purpose of inspecting same, or for any other purpose desired by the mortgagee.
- 20: The mortgagor agrees that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, the mortgagee, its successors and assigns, may, without notice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the mortagee or its assigns, or release of any portion of the mortgage premises and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part.

WITNESS our hands and seals this 19th. day of June in the year of our Lord one thousand nine hundred and forty-one and in the one hundred and 64th. year of the Sovereignty and independence of the United States of America.

Lidie E. Grady (Seal)

Agnes Grady

(Seal)