

MORTGAGE OF REAL ESTATE

WALKER, EVANS & YORRELL CO., CHARLESTON, S. C. 14350-2-12-40

AND IT IS FURTHER AGREED, In case taxes, assessments, liens, charges attorney's fees, costs, expenses and insurance premiums are paid as herein provided by the mortgagee, the amount so paid may be collected from the mortgagor, on demand, together with interest at seven per cent. per annum from the date of payment.

AND IT IS FURTHER AGREED, That the failure to pay any of said notes or any notes given in renewal or extension thereof or as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to conform to or comply with any of the terms or agreements hereof, shall cause the whole sum of money secured to become due and payable at the option of the mortgagee, without notice, and this mortgage may be foreclosed.

AND IT IS FURTHER AGREED, That the said mortgagor shall not be liable for the payment of any taxes, charges or interest provided for in this mortgage or the note given as evidenced of the debt that may be found could not lawfully be made under the laws of the State of South Carolina, it being fully agreed and understood that it is the intention of the mortgage that this mortgage shall in all respects conform to the laws of the said State, and should any payments be made by the mortgagor that are found to be contrary to the laws of said State, the mortgagor shall be entitled to the return of all sums so paid, and this mortgage shall not be affected thereby.

AND IT IS FURTHER AGREED, That in case of any default whereby the right of foreclosure occurs hereunder, the mortgagee, or the holder of said note or notes shall at once become entitled to the possession, use and enjoyment of the real estate aforesaid and to the rents, issues, royalties, and profits thereof, from the accruing of such rights and during the pendency of foreclosure proceedings, and such possession, etc., shall at once be delivered to the mortgagee or the holder of said note or notes or request, and on refusal, the delivery of such possession may be enforced by the mortgagee, or the note holder by any appropriate civil suit or proceedings, and the mortgagee or the holder or holders of said note or notes, or any thereof, shall be entitled to a Receiver for said real estate, and of the rents, issues, royalties and profits thereof, after such default, and shall be entitled thereto as a matter of right without regard to the solvency/^{or insolvency} of the mortgagor or the owner of said real estate, and without regard to the value of the real estate, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice,--notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice being hereby consented to by the mortgagor, for and on his own behalf of his heirs, assigns and legal representatives, and all persons claiming by, through or under them--and all rents, issues, royalties and profits, income and revenue of such real estate shall be applied by such Receiver according to law and the orders and directions of the Court.

AND IT IS FURTHER AGREED, That as additional and collateral security for the payment of the note or notes and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the rents, profits, revenues, royalties, rights and benefits under all leases now on said premises, or which may hereafter be placed thereon and the lessee or assignee of sub-lease is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, royalties, rights and benefits to said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note or notes hereby secured, or prior to such default, upon notice to the lessee in such lease, and to terminate and become null and void upon release to this mortgage.

AND IT IS AGREED, That if the mortgagee herein is now or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the premises herein described, or any part thereof, that failure to comply with any of the requirements or conditions of either, of said mortgages which failure would mature the indebtedness secured by it, shall mature, at the option of the mortgagee herein, the indebtedness under all such mortgages.

AND IT IS FURTHER AGREED, That 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 or should the debt secured or any part thereof be placed in the hands of an attorney-at-law for collection by suit or otherwise, that costs and expenses (including continuation of abstract) incurred by the mortgagee, and a reasonable counsel fee (of not less than ten (10) per cent. of the amount involved), shall thereupon become due and payable immediately, or on demand, at the option of the mortgagee, as a part of the debt secured, hereby, and may be recovered and collected hereunder.

AND IT IS FURTHER AGREED, That it is the intent of this instrument that the hereinbefore covenants are to be binding on the said mortgagor, their heirs, executors and administrators, and shall run in favor of the said mortgagee, its successors or assigns.

PROVIDED ALWAYS, That it is the true intent and meaning of the parties to these presents, that if the said mortgagor, their heirs, executors or administrators shall pay or cause