

due immediately thereafter.

VOL 429 PAGE 224

That Mortgagor hereby assigns all the rents, issues and profits of the mortgaged premises from and after any default hereunder to the Mortgagee and hereby irrevocably appoints the Mortgagee its agent and attorney to collect all the said rents and apply them to the payment of the debt secured hereby.

That the holder of this mortgage, in any action to foreclose, shall be entitled to the appointment of a receiver of the rents and profits of the mortgaged premises as a matter of right and without notice, with power to collect the rents, issues, and profits of said mortgaged premises, due and becoming due during the pendency of such foreclosure suit, without regard to the value of the mortgaged premises or the solvency of any person or persons liable for the payment of the mortgage indebtedness. The Mortgagor for itself and any subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the mortgage of any other right, remedy, or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits and the assignment of such rents and profits is made an express condition upon which the loan hereby secured is made.

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, at the option of 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 should be insufficient to pay all costs and expenses of the sale, attorney's fees and all charges, and the principal and interest on the debt secured hereby, including any and all advances made hereunder by or for the account of the Mortgagee, the Mortgagee shall be entitled to a judgment for the deficiency.

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 President,
attested by its Secretary, and its corporate seal to be affixed hereto the 3rd day of June, 1949.
PLAZA APARTMENTS, INC.

Signed, sealed, and delivered in the presence of—

By R. M. Caine President.

Elaine Boylston
Rudolph C. Barnes
Witnesses.

ATTEST: [CORPORATE SEAL]
Mary L. Shaw Secretary.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ss:

Personally appeared before me **Elaine Boylston** who, being duly sworn, says that she saw the corporate seal of the **Plaza Apartments, Inc.** affixed to the foregoing instrument and that she also saw **R. M. Caine** President, and **Mary L. Shaw** Secretary of said **Plaza Apartments, 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 **Plaza Apartments, Inc.**

Sworn to before me this 3rd day of June, 1949.

Rudolph C. Barnes
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

Recorded June 9th. 1949 at 3:30 P. M. #13701

#13700