

18. That Mortgagor hereby assigns to Mortgagee any and all rents, profits and other revenues and incomes of or from said property and Mortgagor does hereby authorize and empower Mortgagee (1) to take possession of said property at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and to rent the same for the account of Mortgagor, and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by Mortgagee and production of this mortgage without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenues therefrom during said default and the period of redemption. All rents, profits and other revenues collected as herein provided by either Mortgagee or the Receiver shall be applied, after deduction for all costs of collection and administration, upon the mortgage debt in such manner as Mortgagee or the court may direct: *Provided, however,* That if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

19. That all rights, privileges, benefits, obligations and powers herein conferred on Mortgagee may be exercised on behalf of Mortgagee by the Administrator of the Farmers Home Administration, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representative.

20. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events, Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder, (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, (2) to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, and any other necessary costs and expenditures for the preservation and protection of this lien, or (3) to pursue any remedy for it by law provided: *Provided, however,* That each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorneys' fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at four percent (4%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand, in lawful money of the United States, at Greenville, South Carolina, or at such other place as Mortgagee may designate.

21. That Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws existing at the time of the commencement thereof, and said property may be sold on terms and conditions satisfactory to Mortgagee.

22. That should this said property be sold under foreclosure: (1) Mortgagee or its agent may bid at such sale and purchase said property as a stranger; (2) Mortgagor will pay a reasonable attorney's fee to Mortgagee for the foreclosure thereof, together with any other costs, fees and expenses incurred in connection therewith; and (3) Mortgagor does hereby expressly waive and release all rights and equity of redemption, all present and future valuation or appraisal laws and, as against the indebtedness hereby secured, Mortgagor waives all exemption which he has or to which he may be entitled under the constitution and laws of the State of South Carolina.

23. That the land and said property described herein shall be the subject of and covered by this mortgage even though Mortgagor shall have acquired title to same after the execution of this mortgage.

24. That if at any time it shall appear to Mortgagee that Mortgagor may be able to obtain a loan from a responsible cooperative or private credit source at a rate of interest not exceeding five percent (5%) per annum, and terms for loans for similar periods of time and purposes prevailing in the area in which the loan is to be made, Mortgagor will, upon request of Mortgagee, apply for and accept such loan in sufficient amount to repay Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.

Given under OUR hands and seal S, this the 26th day of June,

1950.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Bradley Morrah Jr. (Witness) Jack H. Agee [SEAL] (Husband)  
Myrtle Hughes (Witness) Edna K. Agee [SEAL] (Wife)

ACKNOWLEDGMENT

THE STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE } ss:

Before me, P. Bradley Morrah, Jr., Notary Public of South Carolina, personally appeared Myrtle Hughes and made oath that S he saw the within named Jack H. Agee and Edna K. Agee sign, seal and, as their act and deed, deliver the within written mortgage for the uses and purposes herein mentioned, and that he with P. Bradley Morrah, Jr. witnessed the execution thereof, and subscribed their names as witnesses thereto.