

Court of said state, at chambers or otherwise, or to any Judge of the County Court in any county which has a county court, for the appointment of a receiver, with authority to take possession of said premises and collect said rents and profits, applying the said profits (after paying the cost of collection) upon said debt, interest, cost, and expenses without liability to account for anything more than the rents and profits actually collected.

In the event foreclosure of the premises hereinabove described is instituted the mortgagor(s) herein expressly waives (or waive) the benefit of any and all appraisal laws under the Statutes of the State of South Carolina. Furthermore, if the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act as Amended, such Acts and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if I/we the said mortgagor(s), my/our heirs, or legal representatives, shall on or before the first day of each and every month, from and after date of these presents, pay or cause to be paid to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, its successors or assigns, the monthly installments as set out herein, until said debt, and all interest and amounts due hereon, shall have been paid in full, then this deed of trust and bargain shall become null and void; otherwise to remain in full force and virtue.

And it is further agreed by and between the said parties, hereto, that the said mortgagor(s), is/are to hold and enjoy the said premises until default of payment shall be made. But if I/we shall make default in the payment of said monthly installments, or shall make default in any of the covenants and provisions hereinabove set out for a space of thirty days, then, and in such event, the Association may, at its option, declare the whole amount hereunder at once due and payable, together with costs and reasonable attorney's fees, and shall have the right to foreclose its mortgage.

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s) and seal(s), this the 14th day of October in the year of our Lord One Thousand, Nine Hundred and Sixty-One and in the One Hundred and Eighty-Sixth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of Witnesses: Ira Blake Phillips (SEAL) Ira Blake Phillips Ira Blake Phillips (SEAL) Ira Blake Phillips (SEAL)

NORTH CAROLINA State of South Carolina CABARRUS COUNTY OF GREENVILLE PROBATE PERSONALLY appeared before me BEDFORD W. BLACK and made oath that he saw the within named Ira Blake Phillips

sign, seal and as his act and deed deliver the within written deed, and that he, with F.R. DAVES, JR. 113 N. ROSE AVE KANNAPOLIS, NC. witnessed the execution thereof.

SWORN to before me this the 14 day of OCTOBER A. D. 1961 Bedford W. Black (SEAL) Notary Public for South Carolina NORTH CAROLINA RENEUNCIATION OF DOWER

I, BEDFORD W. BLACK a Notary Public for North Carolina, do hereby certify unto all whom it may concern that Mrs. Carolyn H. Phillips

the wife of the within named Ira Blake Phillips did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

GIVEN unto my hand and seal, this 14 day of October A. D. 1961 Bedford W. Black (SEAL) Notary Public for South Carolina NORTH CAROLINA Carolyn H. Phillips 120 Westover Dr.

My Commission Expires 10/30/62 BEDFORD W. BLACK ATTORNEY AND COUNSELLOR AT LAW KANNAPOLIS, N. C. (continued on next page)