Together with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

And it is covenanted and agreed by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

To have and to hold the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

Provided always, that if the said Mortgagor, his heirs, executors, administrators, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation, and the interest thereon, at the time and in the manner therein specified, then these presents and the estate hereby granted shall cease, determine and be void.

And the said Mortgagee, its successors, legal representatives or assigns, shall also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues, and profits of the said premises with power to lease the said premises, or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or defaults in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

And it is covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors, legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after the same shall have become due and payable, or after default in the payment of any installment herein before mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

And it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure of any owner of the above described premises to comply with the requirements of any Department of the City of Greenville within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee, or if the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, and within sixty days after notice by the Mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, The Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.

And it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall have the power to sell the premises herein described according to law; said premises may be sold in one parcel, any provision of law of the contrary notwithstanding.

And the said Mortgagor further covenants and agrees to keep the buildings on said premises constantly insured for the benefit of the Mortgagee, against loss by fire, tornado and such other casualties and contingencies, in such manner and in such companies and for such amounts as may be satisfactory to the Mortgagee, until the debt hereby secured is fully paid. And will keep such policies constantly assigned or pledged to the Mortgagee and deliver renewals thereof to the said Mortgagee one week in advance of the expiration of the same, marked "PAID" by the agent or company issuing the same. In the event the Mortgagor, his heirs, executors, administrators, successors or assigns, shall for any reason fail to keep the said premises so insured or fail to deliver the policies of insurance to the said Mortgagee, or fail to pay the premiums thereon, the Mortgagee, if it so elects, may have such insurance written and pay the premiums thereon, and any premiums so paid shall be secured by this mortgage and repaid by the Mortgagor, his heirs, executors, administrators, successors or assigns, within ten days after payment by the Mortgagee, In default thereof, the whole principal sum and interest and insurance premium with interest on such sum paid for such insurance from the date of payment may be and shall become due at the election of the said Mortgagee, its successors or assigns, anything herein to the contrary notwithstanding.

State of South Carolina,
County of Greenville,

Assignment

For value received, I, C. Bruce Miller & Co., hereby assign, transfer and set over to Mortgage Investment Co. the within mortgage and the note or obligation therein described, and the debt thereby secured.

Witness my hand and seal this 1st day of April, 1941.

Signed, sealed and delivered in the presence of:

C. Bruce Miller & Co. (L.S.)

By C. Bruce Miller

Witness

Witness

STATE OF SOUTH CAROLINA
ASSIGNMENT RECORDED AND RECORDED
DAY OF APRIL 1941 AT 3:45 P.M. PAGE 280
VOL. 959
Julie Summerlin
R. M. C. FOR GREENVILLE COUNTY, S. C.
APRIL 1, 1941 AT 3:45 P.M. NO 2263