

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest on the said Bond or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the said Mortgagee, executors, administrators or assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then in that event the said Mortgagee, executors, administrators or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee (of not less than per cent. of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, TRUSTEE FOR WILBUR BERNARD SIMMONS, JR., DONALD ALLEN SIMMONS, SANDRA ELIZABETH SIMMONS FUNDERBURK AND DAVID JEFFREY SIMMONS, UNDER TRUST AGREEMENTS DATED DECEMBER 31, 1970, the said Mortgagor, does not and shall well and truly pay, or cause to be paid, unto the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and Condition B thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that Mortgagor

to hold and enjoy the said premises until default of payment shall be made.

WITNESS the hand of THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, TRUSTEE FOR WILBUR BERNARD SIMMONS, JR., DONALD ALLEN SIMMONS, SANDRA ELIZABETH SIMMONS FUNDERBURK AND DAVID JEFFREY SIMMONS, UNDER TRUST AGREEMENTS DATED DECEMBER 31, 1970, and the seal of the corporation, this 8th day of February 1971

in the year of our Lord one thousand nine hundred and seventy-one

and in the one hundred and ninety-fourth

year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, TRUSTEE FOR WILBUR BERNARD SIMMONS, JR., DONALD ALLEN SIMMONS, SANDRA ELIZABETH SIMMONS FUNDERBURK AND DAVID JEFFREY SIMMONS (SEAL) UNDER TRUST AGREEMENTS DATED DECEMBER 31, 1970 (SEAL)

Sara P. Connor
Judith D. Hembree

By *M. Kempbell* (SEAL)

The State of South Carolina, }
COUNTY OF GREENVILLE }

Malcolm M. Mellin
Trust Officer

PERSONALLY appeared before me

Sara P. Connor

oath that he saw the within named THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, TRUSTEE FOR WILBUR BERNARD SIMMONS, JR., DONALD ALLEN SIMMONS, SANDRA ELIZABETH SIMMONS FUNDERBURK AND DAVID JEFFREY SIMMONS, UNDER TRUST AGREEMENTS DATED DECEMBER 31, 1970

Seal, and as the Act and Deed of the said Corporation deliver the within written deed, and the same with *Judith D. Hembree* sign, affix the corporate

witnessed the

execution thereof.

SWORN to before me, this 8th day of February 1971

Sara P. Connor

Malcolm M. Mellin (SEAL)
Notary Public for S. C.
My Commission Expires: 6-13-77

Recorded Feb. 8, 1971 at 4:50 P. M., #18375.