

action, not to exceed ten (10) per cent of the amount unpaid and decreed to be payable, such fee to be incorporated in the judgment in said action and to be secured thereby.

13. That the mortgagor does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee is given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of five (5) per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents with such accountability as may be required by the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned. This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof. In case the whole or any part of said property shall become vacant, the said mortgagee is authorized to let the same in the name of the mortgagor, either by mortgagee or through an agent appointed by mortgagee for the purpose and authority is hereby given to pay such agent, for his services, five (5) percent of the rents collected. Mortgagor shall furnish to mortgagee certified annual operating statements showing all income and expenses in such detail as mortgagee may require, such statements to be furnished on or before ninety (90) days after the end of mortgagor's fiscal year. Upon a default as defined in paragraph 24 hereof, mortgagee shall immediately be entitled to the appointment of a receiver for the purposes of this paragraph.

14. That the rights and remedies hereunder are cumulative and adoption of one or more of said remedies shall not impair the other rights and remedies herein conferred upon the mortgagee, or otherwise given by law, all or any of which remedies may be pursued separately or concurrently.

15. That the Note herein secured or any part of the principal or interest thereof, or any instrument securing said note, may be renewed or extended from time to time by the mortgagee at its option following a request therefor by the then owners of the mortgaged property, or by any party bound thereon, without the consent of or notice to other parties bound thereon and without releasing, discharging or modifying their liability then existing thereon.

16. That in the event of the passage after date of this mortgage of any law of the state of South Carolina or any other governmental authority deducting from the value of land for the purpose of taxation any lien thereon or imposing a tax or other charge on the indebtedness secured hereby or any security therefor or changing in any way the laws now in force for the taxation of mortgages, mortgage notes or the indebtedness secured hereby for federal, state or local purposes or the manner of the collection of