receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, not withstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable; and the mortgagor hereby covenants and agrees to and with the mortgagee upon request by the mortgagee, to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award and awards to the mortgagee free, clear and discharge of any and all encumbrances of any kind or nature whatever.

The granting of extension or extensions of time by the mortgagee with respect to the performance of any provision of this mortgage or said note on the part of the mortgagor to be performed, or the taking of any additional security, or the waiver by the mortgagee or failure by the mortgagee to enforce any provision of this mortgage or said note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of the mortgagee to exercise all rights or remedies stipulated herein and therein.

The mortgagor further agrees that he shall be considered in default of this mortgage if it becomes insolvent or makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or for reorganization, or is adjudicated bankrupt or if a receiver is appointed for mortgagor or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshall or constable or other proper legal officer.

The mortgagor agrees that no alteration or improvement shall be made on the mortgaged premises without the consent of the mortgagee.

The mortgagor agrees that in the event Humble Oil and Refining Company exercises its option to purchase that portion of the mortgaged premises leased to it on July 12, 1965, as allowed by Paragraph 13 of the aforesaid lease recorded in Deed Book 780 at page 285, then, in that event, the purchase price will be applied by the mortgagor to the mortgage debt.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

ASSIGNMENT:

FOR VALUE RECEIVED, Cameron-Brown Company, hereby assigns, transfers, and sets over unto Reliance Standard Life Insurance Company the within mortgage and the note which the same secures, without recourse, this 30th day of June 1966.

WITNESS:

CAMERON-BROWN COMPANY

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Mertgage & Assignment Recorded July 14, 1966 at 12:06 P. M. #1658