

The Lender shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid note, to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing; and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured.

In case the Lender shall voluntarily or otherwise become a party to any suit or legal proceeding to protect the property herein described or the title thereto, or to protect the lien of this mortgage, the Mortgagors will immediately reimburse the Lender for any amounts paid by it in connection with any such suit or proceeding, including all costs, expenses and attorney's fees; and such payments shall be secured by this mortgage to the same extent as the note hereinabove described.

If there shall be any default in the payment, in accordance with its terms, of the note secured hereby of any other indebtedness hereby secured, when due, or in the event of failure to comply with any of the covenants or agreements contained in this mortgage, or in the event of actual or threatened demolition or injury or waste to any of the property covered by this mortgage which may impair its value, then and in any such event, the entire indebtedness secured by this mortgage shall, at the option of the Lender, become at once due and payable, regardless of the maturity date thereof, and the Lender may thereupon or at any time thereafter institute foreclosure proceedings.

IT IS FURTHER COVENANTED AND AGREED that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina by virtue of which any tax may be levied or assessed against, or based upon, the interest of the Lender in the premises or other property covered by this mortgage, or its ownership or interest in this mortgage, or in the note herein described, or any other indebtedness hereby secured, whether such tax be for state or local purposes, or in the event of any change in any of the laws now in force providing for the taxation of mortgages or debts secured by mortgage, then the whole of the unpaid indebtedness secured by this mortgage shall, at the option of the Lender and without notice to any party, become immediately due and payable and the Lender may institute foreclosure proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the Mortgagors do and shall well and truly pay or cause to be paid unto the Lender the debt represented by the aforesaid note, with interest thereon, in accordance with its terms and any and all other sums which may be due and payable hereunder when due, and shall faithfully perform all the covenants and agreements herein contained, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the parties hereto that the Mortgagors shall be entitled to hold and enjoy the aforesaid premises until default shall be made as herein provided.

The covenants and agreements herein contained shall bind, and the benefits and powers thereof herein conferred shall inure to the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 30th day of September 1971.

Signed, sealed and delivered in the presence of: *Ann G. Jordan*
SEAL
Attest: *Betty R. Grant*
Its Assistant Secretary

SMITH'S TERMINALS CORPORATION,
STAUNTON, VIRGINIA
By: *W.C. Lessor* (L.S.)
Its Vice President-Finance & Treasurer (L.S.)

THE STATE OF ~~SOUTH CAROLINA~~ Virginia
Augusta County } PROBATE

PERSONALLY appeared before me *Ann G. Jordan* who and made oath that she saw the within named *Smith's Terminals Corporation* by its duly authorized officer *its* sign, seal and as *its*

act and deed deliver the within written deed, and that *S.* he with *Betty R. Grant* witnessed the execution thereof.

Sworn to before me, this *30th* day of *Sept* 1971
of *Raymond S. Clark* (L.S.)
Notary Public for *Smith's Terminals Corporation* My Commission Expires *1-4-75*

THE STATE OF SOUTH CAROLINA, }
County } RENUNCIATION OF DOWER

I, _____ do hereby certify unto to all whom it may concern that Mrs. _____ the wife of the within named _____ 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 _____ heirs, successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.
Given under my hand and seal, this _____ day of _____, A. D., 19____ (L.S.)
Notary Public of South Carolina

STATE OF ~~SOUTH CAROLINA~~ VIRGINIA - *Augusta* COUNTY.
I, *Raymond S. Clark*, a Notary Public, certify that *P. H. Silver* personally came before me this day and acknowledged that he is *ASST. Secretary* of *Smith's Terminals Corporation* a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its *Vice President*, sealed with its corporate seal and attested by himself as its *ASST. Secretary*.
Witness my hand and notarial seal, this *30th* day of *Sept*, 1971
My commission expires: *Jan. 4, 1975* *Raymond S. Clark*
NOTARY PUBLIC

I hereby certify that this instrument was filed for record in my office at _____ M. o'clock on the _____ day of _____, 19____, and was immediately entered upon proper indexes and duly recorded in Book _____ of Real Estate Mortgages, page _____
Clerk of Court of _____ County, S. C.

Recorded October 13, 1971 at 10:45 A. M., #10707