

7. First party represents and declares that it has no right or interest in the property so far as the indebtedness secured hereby that he does hereby waive all his rights in the property so far as the same may be possessed and assigns all rights that now exist or that may hereafter exist under the laws of the State of South Carolina, to the appraisel of the property herein described between the time hereinabove mentioned and the date of payment of all the indebtedness secured hereby, and the failure of first party to pay the same on or before the time of sale of the property herein described, with the intent that it shall be sold at the time of sale of the property, before or after the time hereinabove mentioned, or for any other reason.

8. As further security for the payment of the indebtedness described above, first party conveys, sells, and transfers the performance of all the terms and conditions of the title to the property so far as the indebtedness, or that is mortgaged, first party hereby transfers, assigns and sells over to second party, and its heirs, executors, administrators, and assigns, the undivided interest in the property so far as the same may be possessed and held by first party, and the rents and profits of the said undivided interest, and are collected at the time of sale of the property, before or after the time of sale of the property, and in failing such to be received, or at any time thereafter, second party shall be entitled to have a receiver appointed to take charge of the said undivided interest, and the rents and profits therefrom, together with the contents, issues and profits arising therefrom, and to sue assited, and hold the same subject to the order and direction of the court.

9. In the event the indebtedness secured hereby, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party may also recover of first party, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for the attorney of second party for process, and services rendered in such action, not less than ten per centum of the amount of principal, interest, and all advances made or uns paid by second party under the terms hereof then unpaid, each to be incorporated in the judgment of foreclosure in such action.

10. First party shall hold and convey the said premises until delivery of the deed of the last documents as provided in the above recited instrument, and shall pay all taxes, assessments, and expenses of the same, and all costs of the above recited instrument, and shall pay all taxes, and assessments, and expenses of second party, or any person designated by second party, or any person designated by second party, after payment of the same, and for any other purpose so desired by second party.

11. All sums that may hereafter be awarded to one defendant, and waste and tortious injury to any of the property hereby enumerated are hereby assigned and shall be payable unto second party for application, after payment thereon of attorneys' fees and expenses incurred by first party and by second party in connection therewith, on such part of the indebtedness secured hereby as accrued; said may determine with and in second party to collect same.

12. In the event second party becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described above), second party may also recover of first party all costs and expenses reasonably incurred by the same, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by second party shall bear the first of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by second party until paid at the highest rate provided in any note or other instrument secured hereby.

13. First party agrees as a condition in intent that all obligations, assignments, releases of real property and/or personal property, renunciations, renewals, determinations, extensions or any other agreement in writing, made by any one or more of the parties herein designated as first party, with second party are hereby ratified and consented to by all parties herein designated as first party, and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all the parties herein designated as first party.

14. First party agrees as a condition in intent that if a conveyance, lease or other disposition should be made voluntarily by first party (or by any one or more of the parties designated herein as first party) of any title or interest in and to the real property described above, or any part thereof, without the written consent of the lawfull holder of this mortgage, or if such title or interest of first party (or any one or more of the parties designated herein as first party) is involuntarily conveyed or transferred as the result of force, sale or a conveyance or transfer under court order or decree as the result of litigation (or conveyance or transfer of title or interest resulting from death of first party, or any of the first parties, of more than one, excepted), without the written consent of the lawfull holder of this mortgage, then and in either of said events, and at the option of said holder, and without notice to the first party, all sums due and owing secured hereby shall become due and payable and in default immediately and subsequently with such notice or transfer, lease or other disposition, whether the same are so due and payable and in default by the specific terms hereof or not.

15. Second party shall have the right, exercisable at its discretion so long as this mortgage is in force and effect, to demand in writing the assignment of and transfer to second party, its successors and assigns, and first party hereby agrees to so assign and transfer, any and all rents, profits, values, and income that is considered or to be paid or accruing to first party from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature, what ever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and or secured by this mortgage, with the right of first party upon, or of party, its successors or assigns, to collect same.

16. First party will comply with all the terms and conditions of any instrument heretofore or hereafter executed by first party in connection with the loan so secured by this mortgage.

17. If first party (or either of them) if more than one), has heirs, successors or assigns, or any assumed of the indebtedness hereby secured, they a party to voluntary bankruptcy, or receivership, or corporate reorganization, or for other debtor relief of any character or kind, or is adjudged a bankrupt, then and in the event, and at the option of the second party, its successors and assigns, the second party, without notice to the first party, shall have the right to declare all sums of money secured hereby immediately due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

18. This instrument is subject to the Latin Credit Act of 1971 and all acts amendatory thereto and supplementary thereto, and regulations issued thereunder. All rights, powers, privileges, options and remedies conferred upon and given to second party are cumulative of all other remedies and rights given by law, and may be pursued concurrently, and shall extend to and may be exercised and enforced by the successors and assigns of second party, and by any agent, officer, attorney or representative of second party, its successors or assigns. All obligations, and assignments by first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party.

IN WITNESS WHEREOF, first party has hereunto set his hand and seal (and if first party is or includes a corporation, it has caused this instrument to be executed, sealed by its duly authorized officers) this the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Charles D. Styles
Dicker G. Donaldson

(CHARLES DONALD STYLES)

(SEAL)

(ELISE T. STYLES)

(SEAL)

(SEAL)

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