

EIGHTH: That said Grantor, for himself, his heirs and assigns, does hereby assign and set over to the Beneficiary all rents, issues and profits 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 Trustee is given a prior and continuing lien thereon and said Grantor does appoint the said Beneficiary his attorney to collect said rents and profits, with or without suit, and apply the same, less expenses of collection to the said indebtedness, other secured items, and repairs, in such manner as said Beneficiary may elect, provided, however, that until there be a default under the terms of this Deed of Trust the Grantor may continue to collect and enjoy said rent, issues, and profits without accountability to said Beneficiary. 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 or concurrently with any of said remedies; but no liability shall attach to Beneficiary for failure or inability to collect any rents herein assigned. This assignment, lien and power of attorney shall apply to all rents, issues and profits hereinafter accruing from present leases and renewals thereof the mortgaged property and from all leases or renewals hereafter made by the present or any future owners of the property, and any purchases of the mortgaged property shall take subject to all of the provisions and conditions hereof.

NINTH: That no sale of the premises described above and no forbearance on the part of the Beneficiary, and no extension of time for the payment of the debt secured hereby given by said Beneficiary shall operate to release, discharge, modify, change or affect the original liability to the Grantor herein, either in whole or in part.

TENTH: That Beneficiary may immediately, after any default, under the terms and conditions of the Deed of Trust apply for the appointment of a Receiver of the rents, income and profits from said premises, without notice, and Beneficiary shall be entitled to the appointment of such Receiver as a matter of right, without consideration to the value of the mortgaged premises as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts. This right is cumulative and is not a waiver of the right to advertise and sell under Trustee's power of sale, or any other rights.

ELEVENTH: That the irrevocable power to appoint a substitute Trustee or Trustees is hereby expressly granted to Beneficiary, its successors or assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor: by filing for record in the office where this instrument is recorded a proper instrument effecting such substitution. The Grantor, for himself, his heirs, executors, administrators, successors and assigns, and the Trustee herein named, or that may be substituted hereunder, expressly waive notice of the exercise of this power and any necessity for making oath or giving bond by any trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any trustee hereunder, and the Beneficiary, its successors or assigns, may elect to appoint a substitute trustee in accordance with applicable law.

TWELFTH: That if, (a), Grantor shall default in any respect in the performance of any one or more of the covenants, conditions, or agreements specified herein, (b), for any reason Grantor's covenant to pay all taxes specified above shall be or become legally inoperative or unenforceable in any particular, (c), any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust be found to exist, or proceedings be instituted to enforce any lien, charge or encumbrance against any of said premises, (d), the removal or demolition of any of the buildings or improvements upon the premises is threatened, or (e), Grantor be declared bankrupt or insolvent, or abandon the premises, then upon the occurrence of any such event, the entire balance of principal, advances, and interest shall, at the option of Beneficiary, become due and payable immediately and neither the advance of funds by Beneficiary under any of the terms and provisions hereof nor the failure of Beneficiary to exercise promptly any right to declare the maturity of the debt under any of the foregoing conditions shall operate as a waiver of Beneficiary's right to exercise such option thereafter as to any past or current default.

THIRTEENTH: The term "Grantor," as used herein, shall include all parties hereinbefore named as Grantor, his heirs, legal representatives, successors and assigns, and subsequent owners of the property hereby conveyed; the terms "Beneficiary," as herein, shall include any lawful owner or holder of the indebtedness secured hereby; the term Trustee shall include any subsequent trustee or trustees hereunder; the singular as used herein shall include the plural; and the use of one gender shall include all genders.

IN WITNESS WHEREOF, Grantor (if an individual) has hereunto set his hand and seal, or (if a corporation) has caused this Deed of Trust to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Derivation: This being a portion of the property conveyed to the mortgagor herein by deed of Herbert Otto Smith, dated May 10, 1977, and recorded in Deed Book 1058 at Page 167,  
CORPORATE BORROWER: RMC Office for Greenville Co., S.C. By \_\_\_\_\_ President

ATTEST:

Secretary

(CORPORATE SEAL)

Maryanne Whately  
L. Smith

W. E. HUNTLEY (SEAL)

INDIVIDUAL BORROWER:

(SEAL)

(SEAL)

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