

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COXWELL CO., CHARLESTON, S. C. 14388-212-10

thence still with the West side of Lake Circle Road, S. 9-00 E. 188 feet to a bend in said road; thence continuing with the West side of Lake Circle Road, S. 41-20 E. 79 feet to the beginning corner.

This is the greater portion of the lot which was conveyed to the mortgagor by deed of Paris Mountain-Caesar's Head Development Company, dated March 16, 1939, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 209, at page 328.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one here in described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

To HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, that if the said Mortgagor, his heirs, executors, administrators or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation at the times and in the manner therein specified, and shall comply with all other conditions of this instrument then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall be at liberty, within thirty days or thereafter, upon a complaint filed or any other property legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons responsible for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof, as may not then be under lease, and with such other powers as may be deemed necessary, who after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default, or defaults in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charge and expenses, on account of the amount hereby secured.

AND it is covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after the same shall have become due and payable, or after default in the payment of any instalment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee upon failure of any owner of the above described premises to comply with the requirements of any Department of the City of Greenville within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee.

AND it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall have power to sell the premises herein described according to law; said premises may be sold in one parcel, any provision of law to the contrary notwithstanding.

If any tax is assessed against this note or mortgage, or the interest thereon, other