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And it is further expressly agreed that in the event of any failure on the part of mortgagor, its successors and assigns, to insure said buildings and to deliver said policies, or to keep the said buildings in repair, or to pay said taxes and assessments, or to pay said rent by said indentures of lease reserved, as hereinbefore provided, then and in either or any such event said mortgagee, its successors or assigns, shall be at liberty to apply for and shall be entitled as a matter of right to the appointment by any court having jurisdiction of a receiver of the rents and profits of the said premises, or in any of either such event said mortgagee, its successors or assigns, may, without notice effect and pay for such insurance, effect and pay for such necessary repairs, pay such taxes and assessments, and pay such rent by said indentures reserved, and the sum or sums of money so paid for any and all such purposes, with interest thereon at the rate of 6% per annum from the time of the payment thereof, shall be deemed a part of the debt hereby secured, and shall be immediately due and payable and collectible with and as a part of and in the same manner as the said principal debt.

SHOPS, INC., as further collateral, does hereby assign, transfer and set over unto THE CITIZENS & SOUTHERN NATIONAL BANK OF SOUTH CAROLINA those certain respective lease agreements between SHOPS, INC., as Landlord, and FOOD-LANE, INCORPORATED, dated January 15, 1959, Memorandum thereof being recorded in office of R.M.C. for Greenville County in Deed Book 622, Page 159, which lease agreement has now been assumed by Colonial Stores, Incorporated, by assumption agreement dated March 31, 1962; - BANCROFT WHOLESALE COMPANY; dated January 15, 1959, Memorandum thereof recorded in the office of R.M.C. for Greenville County in Deed Book 623, Page 379; - BUTLER BROTHERS, dated May 8, 1959, Memorandum thereof recorded in the office of R.M.C. for Greenville County in Deed Book 634, Page 155. (Butler Brothers has now merged into City Products Corporation.)

The terms and conditions of said Collateral Assignment are more particularly set forth in separate agreement of even date herewith, reference to which is herewith made.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said The Citizens and Southern National Bank of South Carolina, its successors and Assigns forever. And said corporation does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said The Citizens and Southern National Bank of South Carolina, its successors and Assigns, from and against itself, its Successors and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

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