

remedy, or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits and the assignment of such rents and profits is made an express condition upon which the loan hereby secured is made.

That the rights and remedies provided for in the two preceding paragraphs shall be held to be in addition to and not in limitation of those provided by law.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note (bond) secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and if the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note (bond) secured hereby, this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) incurred by the Mortgagor, and a reasonable attorney's fees, should the remedy become due and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.

In case of foreclosure and sale of the mortgaged premises, and premises may be sold in one parcel. If the proceeds of the sale should be insufficient to pay all costs and expenses of the sale, attorney's fees and all charges, and the principal and interest on the debt secured hereby, including any and all advances made hereunder by or for the account of the Mortgagor, the Mortgagor shall be entitled to a judgment for the deficiency.

This mortgage has been executed by authority of the Board of Directors of the Mortgagor and with the consent of the holders of not less than two-thirds of the outstanding shares of its capital stock entitled to vote thereon.

This mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagor and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the mortgaged premises.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed in its behalf by its Secretary, and its corporate seal to be affixed hereto the 14th day of June, 1963.

Signed, sealed, and delivered in the presence of

John W. Orvin, President, Piedmont Nursing Home, Inc.

Witnesses: Leo H. Hill, Odie C. Collier

Edna B. Orvin, Secretary, Piedmont Nursing Home, Inc.

STATE OF South Carolina, COUNTY OF Richland

Personally appeared before me... who, being duly sworn, says that he saw the corporate seal of the Piedmont Nursing Home, Inc. affixed to the foregoing instrument and that he also saw John W. Orvin, President, and Edna B. Orvin, Secretary of said Piedmont Nursing Home, Inc. sign and attest the same and that he, with Leo H. Hill, witnessed the execution and delivery thereof as the not and depl of the said Piedmont Nursing Home, Inc.

Sworn to before me this 14th day of June, 1963

Leo Howard Hill, Notary Public for South Carolina

My commission expires at the pleasure of the governor.

Recorded this 14th of June, 1963, at 2:52 P.M., No. # 32347