

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest on the said Bond or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the said Mortgagee its executors, administrators or assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then in that event the said Mortgagee its SUCCESSORS executors, administrators or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee (of not less than ten (10%) per cent. of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if

the said mortgagor do and shall well and truly pay, or cause to be paid, unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Deed, Note and Condition thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS the hand of Nalley Commercial Properties, Inc. and the seal of the corporation, this 11th day of Feb. in the year of our Lord one thousand nine hundred and sixty-five and in the one hundred and eighty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF Shad W. Colman, Louis B. Burgess, NALLEY COMMERCIAL PROPERTIES, INC. (SEAL) BY: A. B. Nalley, Jr. (SEAL) BY: Roy B. Nalley, Jr. (SEAL)

The State of South Carolina, COUNTY OF PICKENS PERSONALLY appeared before me Shad W. Colman and made oath that he saw the within named Nalley Commercial Properties, Inc. by its President, A. B. Nalley, Jr. sign, affix the corporate Seal, and as the Act and Deed of the said Corporation deliver the within written deed, and that he with Louis B. Burgess witnessed the execution thereof.

SWORN to before me, this 11th day of Feb. 1965 Notary Public for South Carolina (SEAL) Shad W. Colman

Recorded February 16, 1965 at 10:04 A. M. #23053