

BOOK 1144 PAGE 127

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire and tornado risk, and other casualties or contingencies, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said mortgagee, without notice to any party, become immediately due and payable.

The mortgagee, for himself, his heirs, assigns and assigns, does hereby assign and set over unto the mortgagee 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 mortgagee is given a prior and continuing lien thereon; provided, however, that until there be a default under the terms hereof, the mortgagee may continue to collect and enjoy said rents, issues and profits without accountability to the mortgagor. This assignment of rents shall be in addition to the other remedies herein provided for in event of default, and may be put into effect independently of or concurrently with any of said remedies. This assignment and lien shall apply to all rents, issues and profits hereafter accruing from present leases and renewals thereof of the mortgaged property and from all leases or renewals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all of the provisions and conditions hereof.

Initial Change WMBM

In addition to any of the other provisions and remedies hereof or as provided by law, the mortgagee may immediately, after any default under the terms and conditions hereof, apply for the appointment of a receiver to collect the rents, income and profits from said premises, including the authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for any more than the rents and profits actually received; and the mortgagee shall be entitled to the appointment of such a 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 by the mortgagee of any of the other rights hereunder.

And (in addition to any of the other provisions and remedies hereof or as provided by law, and without in any manner modifying or diminishing the rights of the mortgagee hereunder or thereunder) in case proceedings for foreclosure shall be instituted, the mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits, with authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for any more than the rents and profits actually received.

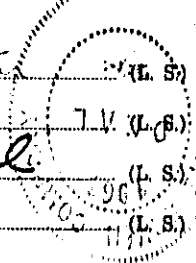
PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if THE ERVIN COMPANY, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

WITNESS OUR hand and seal this 15th day of December in the year of our Lord one thousand, nine hundred and Sixty-nine and in the one hundred and year of the Independence of the United States of America.

Signed, sealed and delivered in the Presence of:  
Verta W. Barrett  
Ann P. Thomas

THE ERVIN COMPANY  
By: C. Wayne Pate  
Vice-President  
J. M. Muehler  
Secretary



NORTH CAROLINA  
State of ~~South Carolina~~  
MECKLENBURG County

PROBATE

PERSONALLY appeared before me Ann P. Thomas and made oath that she saw the within named THE ERVIN COMPANY sign, seal and deliver its act and deed deliver the within written deed, and that she with Verta W. Barrett witnessed the execution thereof.

Sworn to before me this 15th day of December, A. D. 1969

Verta W. Barrett (L. S.)  
Notary Public for South Carolina  
My Commission expires 5-22-70  
State of South Carolina, County

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs. did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named CAMERON-BROWN COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19 Notary Public for South Carolina (L. S.)

File release bt 30, sec. 1 re R. E. M. Book 1214 page 581