

The Lender shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid note, to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured.

In case the Lender shall voluntarily or otherwise become a party to any suit or legal proceeding to protect the property herein described or the title thereto, or to protect the lien of this mortgage, the Mortgagors will immediately reimburse the Lender for any amounts paid by it in connection with any such suit or proceeding, including all costs, expenses and attorney's fees, and such payments shall be secured by this mortgage to the same extent as the note hereinabove described.

If there shall be any default in the payment, in accordance with its terms, of the note secured hereby of any other indebtedness hereby secured, when due, or in the event of failure to comply with any of the covenants or agreements contained in this mortgage, or in the event of actual or threatened demolition or injury or waste to any of the property covered by this mortgage which may impair its value, then and in any such event, the entire indebtedness secured by this mortgage shall, at the option of the Lender, become at once due and payable, regardless of the maturity date thereof, and the Lender may thereupon or at any time thereafter institute foreclosure proceedings.

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 by virtue of which any tax may be levied or assessed against, or based upon, the interest of the Lender in the premises or other property covered by this mortgage, or its ownership or interest in this mortgage, or in the note herein described, or any other indebtedness hereby secured, whether such tax be for state or local purposes, or in the event of any change in any of the laws now in force providing for the taxation of mortgages or debts secured by mortgage, then the whole of the unpaid indebtedness secured by this mortgage shall, at the option of the Lender and without notice to any party, become immediately due and payable and the Lender may institute foreclosure proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the Mortgagors do and shall well and truly pay or cause to be paid unto the Lender the debt represented by the aforesaid note, with interest thereon, in accordance with its terms and any and all other sums which may be due and payable hereunder when due, and shall faithfully perform all the covenants and agreements herein contained, 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 parties hereto that the Mortgagors shall be entitled to hold and enjoy the aforesaid premises until default shall be made as herein provided.

The covenants and agreements herein contained shall bind, and the benefits and powers thereof herein conferred shall inure to the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 29th day of February, 1980.

Signed, sealed and delivered in the presence of:

Debbie S. Roberts
Donald A. Harper

PELHAM POINTE OB-GYN ASSOCIATES
A Partnership

BY: James C. Montgomery, Jr. (L.S.)
Dr. James C. Montgomery, Jr. (L.S.)
AND: Michael R. Hoffman (L.S.)
Dr. Michael R. Hoffman

THE STATE OF SOUTH CAROLINA,
GREENVILLE County

PROBATE

PERSONALLY appeared before me Donald A. Harper and made oath that he saw the within named Dr. James C. Montgomery, Jr. and Dr. Michael R. Hoffman sign, seal and as their as Partners of Pelham Pointe OB-GYN Associates act and deed deliver the within written deed, and that he with Debbie S. Roberts witnessed the execution thereof.

Sworn to before me, this 29th day of February, 1980.

Debbie S. Roberts (L.S.)
Notary Public for South Carolina. My Comm. Expires 11-16-87
Donald A. Harper

THE STATE OF SOUTH CAROLINA,
GREENVILLE County

RENUNCIATION OF DOWER

I, _____ do hereby certify unto to all whom it may concern that Mrs. Susan W. Montgomery & Mrs. Gail Sittmann Hoffman the wife of the within named Dr. James C. Montgomery, Jr. & Dr. Michael R. Hoffman did this day appear before me, and upon being privately and separately examined by me, did declare that they do freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Integon Life Insurance Corporation, its heirs, successors and assigns, all their interest and estate and also all their 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 _____ Susan W. Montgomery (L.S.)
Gail S. Hoffman
Gail Sittmann Hoffman
Notary Public of South Carolina

STATE OF SOUTH CAROLINA _____ COUNTY.

I, _____, a Notary Public, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____ a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself as its _____ Secretary.

Witness my hand and notarial seal, this _____ day of _____, 19 _____.

My commission expires: _____

NOTARY PUBLIC

I hereby certify that this instrument was filed for record in my office at _____ M. o'clock on the _____ day of _____, 19 _____, and was immediately entered upon proper indexes and duly recorded in Book _____ of Real Estate Mortgages, page _____.

(CONTINUED ON NEXT PAGE) Clerk of Court of _____ County, S. C.

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