

7. Mortgagor / ^{hereby assigns} to Mortgagee all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby. It is agreed that Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby.

8. The whole of said principal sum and interest shall become due at the option of Mortgagee, if Mortgagor, without first obtaining the written consent of Mortgagee thereto, shall assign the rents, or any part thereof, from the mortgaged premises; or shall consent to the modification, cancellation or surrender of any lease of the mortgaged premises, or any part thereof, now existing or hereafter to be made, having an unexpired term of one year or more; or shall modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder; or shall collect rents from the mortgaged premises for more than one month in advance; or shall sell, convey or transfer any interest in the mortgaged premises or contract to do any of the above; or shall create, or cause, or permit to exist any mortgage lien, security interest, or other encumbrances in or on the mortgaged premises, or any fixtures, appliances, equipment or other items of personal property attached to or situate in or upon the premises; or shall in any other manner impair the security of Mortgagee for the payment of the debt secured hereby.

9. All awards of damages by reason of condemnation for public use of all or any portion of the premises are hereby assigned and shall be paid to Mortgagee, which may at its sole discretion apply all or any portion of such award on account of the sum or sums hereby secured, or permit Mortgagor to receive and use it.

10. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of Mortgagee, all sums then owing by Mortgagor to Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Mortgagors waive the benefit of any appraisal laws of the State of South Carolina. Should Mortgagee become a party to any ^{proceedings} involving this mortgage or the title to the premises described herein (excluding legal proceedings instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by Mortgagee, ^{and a reasonable attorney's fee}, shall be secured hereby and shall become due and payable 30 days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, 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 or title insurance and a reasonable attorney's fee}, shall be secured hereby, shall become due and payable immediately or on demand, and may be recovered and collected hereunder, ^{and interest thereon at the lesser of the rate of 15% per annum or the highest legal rate}.

11. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time, and the payment or contracting to pay by Mortgagee of anything Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor. The rights, options, powers, and remedies herein provided shall be cumulative and the exercise of one or more of them shall not preclude the exercise of any other or others, or of any right or remedy now or hereafter given or allowed by law.

12. Mortgagor shall execute and deliver to Mortgagee, its successors or assigns, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments, and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured, and Mortgagor shall pay the costs of preparation and recording of any such instruments. This mortgage shall inure to the benefit of and be binding upon the Mortgagee, its successors and assigns and Mortgagor, its heirs, personal representatives, successors and assigns.

13. If any clause or provision herein contained shall operate either presently or prospectively to invalidate this instrument, in whole or in part, then only such clause or provision shall (except for purposes of internal references) be held to be of no effect as though not herein contained and the remainder of the instrument shall remain operative and in full force and effect.

The term "Mortgagor," wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all the covenants, conditions, and agreements hereof shall bind their respective heirs, executors, administrators, successors, and assigns and shall inure to the benefit of and be available to the successors and assigns of Mortgagee.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal or caused this Mortgage to be executed by its duly authorized officers and its seal to be hereunto affixed, as of the 20th day of November, 1931.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Martha E. Mauk Cynna Hauke Joseph R. Nachman
MARE PLACE ASSOCIATES
JOSEPH R. NACHMAN, general partner
Martha E. Mauk Cynna Hauke Lawrence Nachman
LAWRENCE NACHMAN, general partner

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