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principal or interest, as stipulated to be paid herein, or if default be made in the payment of said taxes or assessments; or if default be made in the said insurance agreement, as provided herein; or if the buildings and improvements are not kept in good repair; or in case any tax or assessment is assessed within the State of South Carolina against the debt or Note secured hereby, or the interest in said premises of said mortgagee, its successors or assigns, or 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 purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for State or local purposes, or the manner of the collection of any such taxation, so as to affect directly or indirectly this mortgage, or the debt secured thereby, or upon the failure of any owner of the above described premises to comply with any requirement of the City of Greenville relative thereto, within thirty days after notice of such requirement shall have been given to the then owner of said premises by or on behalf of the mortgagee; then, at the option of said mortgagee, or its successors or assigns, the whole indebtedness and all sums secured by this mortgage, to wit: The principal and interest then accrued on said Note, and all advances made to or on account of the mortgagor herein for taxes, assessments, premiums of insurance and charges of any kind shall at once become due and payable without notice and the money due on said Note and for advances as aforesaid, shall then become due and this mortgage may be foreclosed for the whole amount of said moneys, interest, costs and attorney's fees.

5. And as a further security for the payment of the debt and interest secured hereby, and for the performance of all the covenants of said Note and this mortgage, the said mortgagor H. Lane Merritt does hereby transfer, set over and assign to the said Capital Trust Company, its successors or assigns, all of the rents and income of the said mortgaged premises for each and every year that the said debt and interest may be unpaid together with all rights, and remedies for enforcing the collection of the same; and upon filing suit of foreclosure, said mortgagee, its successors or assigns, shall be entitled to have a Receiver appointed to take charge of the said mortgaged premises, together with all the rents, profits, and proceeds arising therefrom during such litigation, and in case of commencement of suit for foreclosure of this mortgage or the placing thereof in the hands of an Attorney for collection, and the said mortgagor his heirs, executors, administrators, or assigns, will pay to the holder and owner of said notes and mortgage ten per cent. of the amount secured by this mortgage, as an attorney's fee, which attorney's fee shall be secured by this mortgage the same as any other moneys herein mentioned.

Witness my hand and seal on the 24th day of October, 1931, in the year of our Lord nineteen hundred and thirty-one and in the one hundred and fifty sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

H. Lane Merritt. (SEAL)

in the Presence of:

L. R. Collins.

D. W. Brown.

State of South Carolina,  
County of Greenville.

Personally appeared before me L. R. Collins, and made oath that he saw the within named H. Lane Merritt sign, seal and as his act and deed deliver the within written deed; and that he with D. W. Brown, witnessed the execution thereof.  
Sworn to and subscribed before me this 24th day of October 1931.

L. R. Collins.

W. A. Merritt (L.S.)  
Notary Public in and for the State of South Carolina.

(OVER)