

Page 2.

rents and profits from the above described premises as further security for the mortgage indebtedness, and agrees in such case that any Judge of the Circuit Court of said State may at Chambers or otherwise, appoint a Receiver, with full authority to take possession of said premises and to lease or otherwise dispose of the possession thereof, pending said suit, and to collect all rents and profits, and after paying the costs and expenses of such receivership, apply the proceeds to the payment of the costs and expenses of this action, and the remainder pro rata on the indebtedness without liability, however, to account for anything more than the rents and property actually collected.

In case it should become necessary or advisable to institute foreclosure proceedings, or to appear in any suit for the purpose of foreclosing this mortgage, the Trustee shall be permitted to employ counsel and to incur such other reasonable expenses as may be necessary for the protection of the interests and enforcement of the rights of the note holders; the attorneys' fees in such case shall be ten (10%) per cent. of the mortgage indebtedness, and the Trustee shall it self be entitled to a commission of one (1%) per cent. upon such indebtedness to cover all services, rendered in connection with the foreclosure of this loan. And said expenses shall be a lien upon said premises, payable in priority to the notes.

Should there be default in the payment of any of said notes, and/or any interest thereon when the same shall be due, or any part thereof for a period of fifteen (15) days, or should there be default in any of the agreements or covenants contained in this mortgage for a period of fifteen (15) days, the trustee may, on giving ten (10) days written notice to said mortgagor, declare the entire amount of said notes due and payable, and institute foreclosure proceedings as though all the said notes were past due according to their terms.

Provided, however, that if said mortgagor shall within ten (10) days, pay to said Trustee the sum of sums past due and unpaid, together with interest thereon, and shall comply with any other breached agreement or covenant, then, and in such case, the default shall be regarded as having been made good, and no foreclosure proceedings shall be instituted in the discharge of the duties herein imposed. The Trustee shall be bound only to exercise reasonable care and discretion, and shall not be liable for any mistakes or error of judgment.

Provided, always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor shall keep and perform all the covenants of this mortgage, and does 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 notes, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

Provided, said notes described in this mortgage are paid as hereinabove provided, and upon the fulfillment and performance of all the covenants and agreements of the said notes, and of this mortgage, then, upon the request of, and at the cost of said mortgagor, a proper satisfaction of this mortgage shall be executed by the Trustee, and it is agreed by and between the said parties that said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

In Witness whereof, I have hereunto set my hand and seal, this 1st day of February in the year of our Lord one thousand, nine hundred and thirty and in the one hundred and fifty-fourth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Hazel McBride  
Sarah Lurey

J. Robt. Martin (L.S.)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE.

PERSONALLY appeared before me Hazel McBride and made oath that he saw the within named J. Robert Martin, sign, seal and as his act and deed deliver the within written deed, and that she with Sarah Lurey witnessed the execution thereof.

Sworn to before me this 1st day of February A. D. , 1930

Augustus G. Hart (L.S.)

Hazel McBride.

Notary Public for South Carolina

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

I, Estelle Gaddy, do hereby certify unto all whom it may concern that Mrs. Lyda R. Martin, the wife of the within named J. Robert Martin, 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 C. F. Haynsworth, as Trustee, his successors, heirs, and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to and singular the Premises within mentioned and released.

Given under my hand and seal, this 1st day of February A. D., 1930.

Estelle Gaddy (L.S.)

Lyda R. Martin.

Notary Public for South Carolina

Recorded this the 11th day of March 1930 at 1:30 P.M.