

MORTGAGE OF REAL ESTATE

mortgagor hereunder, or any breach or violation of any agreement, condition, covenant or term of the note or mortgage, or after the service of a summons in any action of foreclosure to which said mortgagee may be a party, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, and if said premises be not rented, the receiver shall have the right to rent out the premises; all without consideration of the value of the mortgaged premises, as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount, anything herein or elsewhere to the contrary notwithstanding.

16. In the event said debt or any part thereof, is established by or in any action for foreclosure of this mortgage, the mortgagee may also recover of the mortgagor, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum, not exceeding ten (10%) per cent upon the amount due, for attorney's fees, which shall be secured by this mortgage and shall be included in any judgment of foreclosure recovered.

17. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently.

18. In case of error or omission in this mortgage or the note which it secures, a mortgage or note to correct the same, dated as of this date, will be promptly executed by the mortgagor.

19. It is further covenanted and agreed that any waiver by the mortgagee of any agreement condition, stipulation or covenant of this instrument or any violation thereof, shall not be construed as a waiver of the act at any subsequent time, or of any similar or other act or acts commission or omission at that time or at any subsequent time.

20. The mortgagor shall hold and enjoy the said premises until default in the payment of any of the installments, as provided in said note, or breach of any of the covenants or conditions of this mortgage shall be made; however, any agent or representative of the mortgagee may enter upon said premises at any time for the purpose of inspecting same, or for any other purpose desired by the mortgagee, and do such other things as necessary to protect and preserve the security.

21. The mortgagor agrees that in the event the ownership of the mortgaged premises, or any part thereof, becomes, vested on a person other than the mortgagor, the mortgagee, its successors and assigns, may, without notice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt secured, in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt secured. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee or its assigns, or release of any portion of the mortgaged premises and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either, in whole or in part.

WITNESS my hand and seal this 10th day of May in the year of our Lord one thousand nine hundred and thirty-eight and in the one hundred and sixty-third year of the Sovereignty and independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of:

Ben C. Thornton

Kitty Browne

Mable D. White (SEAL)

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

Before me, Ben C. Thornton, Notary Public of South Carolina, personally appeared Kitty Browne and made oath she saw the within named Mable D. White sign, seal and, as her act and deed deliver the within written deed, for the uses and purposes herein mentioned, and that she with, Ben C. Thornton witnessed the execution thereof, and subscribed their names as witness thereto.

SWORN to and subscribed before me this

20th day of August, 1938.

Ben C. Thornton (L.S.)

Kitty Browne.

Notary Public of South Carolina.

Recorded August 20th, 1938 at 10:17 A.M.

#9823

N.S.