

MORTGAGE OF REAL ESTATE

38576 PROVIDENCE-JARRARD CO.-GREENVILLE

secured, and all leases, rents, issues and profits of the mortgaged property after default are hereby assigned and mortgaged to the Mortgagee as additional security for the indebtedness secured hereby;

(b) To declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and to enforce any of the rights which accrue to Mortgagee hereunder or under the laws of the State of South Carolina.

20. Until the obligations of this mortgage are fully discharged, the Mortgagee shall be entitled to hold all preferred stock of the Mortgagor and to exercise all voting rights and privileges incident thereto, and, at the request of the Mortgagee, the Mortgagor will take or cause to be taken all action and will execute or cause to be executed all instruments, in such forms as the Mortgagee may require, in order to effect a valid transfer to the Mortgagee of said preferred stock together with all voting rights and privileges incident thereto, all without any cost or expense to the Mortgagee whatsoever; provided, however, that if and so long as this mortgage and the Note secured hereby are insured by the Federal Housing Administrator as contemplated in Section 10 hereof, the Mortgagee shall not exercise any of the rights and privileges granted by this covenant and said preferred stock shall not be transferred to the Mortgagee as herein provided.

21. This mortgage is made and executed in connection with that certain Building and Loan Agreement dated as of November 7th, 1938, made and executed by and between the Mortgagor, the Mortgagee, and the Administrator, and all the terms, covenants, conditions and provisions of said Building and Loan Agreement are hereby incorporated into this mortgage as of the same were herein set forth in full.

22. Promptly after the execution hereof, the Mortgagor shall cause this mortgage to be recorded and filed, and from time to time thereafter to be re-recorded and re-filed at such times and in such officers or places as may be required by law in order to perfect and continue the lien of this mortgage upon all of the property, real and personal, including fixtures hereby mortgaged or intended so to be.

23. Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation appraisement, exemption, stay, redemption and moratorium laws of the State of South Carolina, now in force or which may hereafter become laws.

24. The terms used to designate any of the parties herein shall be deemed to include the heirs, representatives, successors and assigns of such parties; and the term "Mortgagee" shall also include any lawful owner, holder, or pledge of any indebtedness secured hereby.

25. Whenever the context hereof requires, reference herein made to the singular number shall be understood as including the plural, and likewise the plural shall be understood as denoting the singular; words denoting sex shall be construed to include the masculine and feminine, when such instruction is appropriate; and specific enumeration shall not exclude the general but shall be considered as cumulative.

26. The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this mortgage shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid.

IN WITNESS WHEREOF, Mortgagor has duly executed these presents by Raymond A. Jones, its Vice President, attested by A. Thos. Bradbury, its Secretary, and caused its corporate seal to be hereunto affixed this 7th, day of November, 1938.

Attest:

A. Thos. Bradbury  
Secretary  
Signed, sealed and delivered  
in the presence of  
M. A. McLaughlin, Jr.  
E. A. Stansfield

McDANIEL HEIGHTS APARTMENT CORPORATION  
BY Raymond A. Jones  
Vice President

DISTRICT OF COLUMBIA )  
CITY OF WASHINGTON )

Personally appeared before me M. A. McLaughlin, Jr., and made oath that he saw Raymond A. Jones, as Vice President, and A. Thomas Bradbury as Secretary of McDaniel Heights Apartment Corporation, a corporation chartered under the laws of the State of South Carolina sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written Mortgage, and that he, with E. A. Stansfield witnessed the execution thereof.

Sworn to before me this 7th, day of November, A. D., 1938

Willis D. Wine (LS)

Notary Public

My commission expires May 15, 1940

M. A. McLaughlin, Jr.

McL.  
Form Approved James L. Dougherty, Gen'l Counsel

*This Affidavit is to the mortgage, see H. E. M. Book (this book) 277- page 41.*