

MORTGAGE OF REAL ESTATE

38576 PROVIDENCE-FARRARD CO.-BIRMINGHAM

mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of 5 per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents without accountability to the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned.

This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof.

In case the whole or any part of said property shall become vacant, the said mortgagee is authorized to let the same in the name of the party of the first part, either by it or through an agent appointed by it for the purpose, and authority is hereby given to pay such agent, for his services, five per cent of the rents collected.

11. AND IT IS FURTHER COVENANTED, That the rights and remedies hereunder are cumulative and adoption of any one or more of said remedies shall not impair the other rights and remedies herein conferred upon the mortgagee, or otherwise given by law, all or any of which remedies may be pursued separately or concurrently.

12. AND IT IS FURTHER COVENANTED, That the Note herein secured or any part of the principal or interest thereof, or any other item secured hereunder, may be renewed from time to time by the mortgagee at his or its option at the request of the then owners of the mortgaged property, or at the request of any party bound thereon, without the consent of or notice to other parties bound thereon and without releasing them from any liability then existing.

13. AND IT IS FURTHER COVENANTED, That in the event of the passage after date of this mortgage of any law of the State of South Carolina deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of ^{of any such taxes so as to make it obligatory on the mortgagee, to pay such tax, then, the whole} mortgages for state or local purposes or the manner in the collection/secured by this mortgage together with the interest accrued thereon shall, at the option of the mortgagee after thirty days' notice to mortgagor, become due and payable.

14. AND IT IS FURTHER COVENANTED, That if the said mortgagor shall keep such covenants and shall make such payments as herein specified, then this Mortgage shall be void, but if the said mortgagor shall fail to keep any of the covenants herein contained, or to pay any of said moneys as they become due and payable by the terms of said Note, 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 repairs; 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 upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the mortgagor, as herein provided, to pay any tax or taxes is legally inoperative, then at the option of said mortgagee, or its successors or assigns, the whole indebtedness and all sums secured by the 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.

15. AND IT IS FURTHER COVENANTED, That the said mortgagor shall hold and enjoy the said premises until default of payments as provided in said Note, or a breach of some of the covenants of this Mortgage shall be made.

16. IT IS UNDERSTOOD AND AGREED, That the word "mortgagor" wherever used herein shall refer to and be taken to mean, the party or parties, or the corporation who executes this Mortgage, and that all covenants and undertakings herein set forth to be observed or performed by or otherwise affecting such mortgagor shall bind such mortgagor, his heirs, executors administrators and assigns, or if a corporation, then its successors and assigns.

WITNESS my hand and seal this, the 24 day of August in the year of our Lord nineteen hundred and thirty-nine and in the one hundred and 63rd year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of:

C. B. Martin

B. A. Morgan

Sol Knigoff (SEAL)

of the principal sum