

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COSSWELL CO., CHARLESTON, S. C. 14500-2-12-40

expenses necessarily incurred by said Trustee for the protection of said noteholders or for the protection and preservation of said property, shall be a lien upon said premises, and any such amounts, with interest at six (6%) per cent per annum, shall be paid in priority to the said notes. Should any suit be instituted wherein it is sought to foreclose this mortgage, said mortgagor agrees in such case to assign all 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 at 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/anything more than the rents and profits actually collected, on the indebtedness without liability, however, to account for.

If the said mortgagor shall fail or neglect to pay said notes or any instalments of principal and/or interest of said notes as to becomes due thereunder or fail to perform any of the other covenants on his part herein set forth, then and in either event all of the instalments of said indebtedness evidenced by said notes above shall become immediately due and payable and it will be lawful for and the duty of the said Trustee herein named to institute proceedings for the foreclosure of said mortgage and in the event of a sale the holder of said notes and/or the Trustee shall have the right to bid at such sale and become the purchaser thereof. In case is 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 noteholders; the attorneys' fees in such case shall be ten (10%) per cent of the mortgage indebtedness.

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 First National Bank of Greenville, as 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.

WITNESS my hand and seal this 7th day of March, in the year of our Lord one thousand nine hundred and forty-one, and in the one hundred and sixty-fifth year of the Independence of the United States of America.

In the presence of:

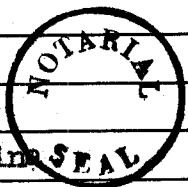
D. B. Leatherwood
Patrick C. Fant

Arthur H. Mackey (LS)

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

PERSONALLY appeared before me D. B. Leatherwood and made oath that he saw the within named Arthur H. Mackey, sign, seal and as his act and deed deliver the within written deed, and that he with Patrick C. Fant, witnessed the execution thereof.

SWORN TO before me this
7th day of March, 1941.
Patrick C. Fant, (LS)



D. B. Leatherwood

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

RENUNCIATION OF DOWER.

I, Patrick C. Fant, a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Gladys H. Mackey, the wife of the within named Arthur H. Mackey, 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 The First National Bank of Greenville, as Trustee, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.