

## MORTGAGE OF REAL ESTATE

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thereof and articles in substitution therefor and in addition thereto whether or not the same are or shall be attached to said buildings in any manner, and also any and all other fixtures and articles of personal property now or hereafter attached to or used in connection with the premises. All of the foregoing shall be deemed to be, remain and form part of the realty and are covered under this mortgage. If the conveyance of any such property under this mortgage is subject to a conditional bill of sale, chattel mortgage, or other similar security device, all the benefits of any deposits or payments now or hereafter made thereon by the mortgagor or its predecessors or successors in title shall inure to the benefit of the mortgagee. If the mortgagor shall, after the date hereof, acquire any additional real or personal property, which would, if now owned by the mortgagor, be subject to the terms of this mortgage, it shall notify the mortgagee of such acquisition, stating the nature, quantity or amount of such property so acquired and the interest of the mortgagor therein. All such property or the interest of the mortgagor therein shall, upon acquisition by the mortgagor, forthwith and without further act, become subject to this mortgage (all of which real estate, together with the buildings, improvements, fixtures, and other property above mentioned and described, is hereinafter referred to as the "premises").

TO HAVE AND TO HOLD the said premises, and every part thereof with the appurtenances unto the said The South Carolina National Bank of Charleston, its successors, legal representatives and assigns forever. And the said mortgagor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said The South Carolina National Bank of Charleston, its successors and assigns, from and against itself and its successors and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof; and does covenant and agree that it will execute or procure any further necessary assurance of the title to said premises.

PROVIDED, always, that if the said mortgagor, its successors and assigns, shall and do well and truly pay, or cause to be paid unto the said The South Carolina National Bank of Charleston, its successors or assigns, the said debt or sum of money aforesaid, with the interest thereon according to the tenor and effect of said principal note, or notes, and the interest herein referred to, and shall keep and perform all the covenants and agreements herein contained on the part of the said mortgagor to be kept and performed, then these Presents and the estate hereby granted, shall cease, determine and be null and void, otherwise to remain in full force and effect.

And the said mortgagor, for its successors and assigns, hereby covenants and agrees with said The South Carolina National Bank of Charleston, its successors or assigns, as follows:

1. To pay said note as herein and in said note provided.
2. To keep said premises free from all statutory and other liens and claims of every kind; and that it will not create or suffer a lien against said premises superior to the lien of this mortgage, nor so long as this mortgage is insured by the Administrator, will it create or suffer any lien against said premises inferior hereto.
3. To keep all buildings, fences and other improvements now or hereafter erected on said premises in good order and repair and not to do or permit waste.
4. To pay all costs, expenses, and reasonable attorney's fees (including continuation of abstract) of the mortgagee in the event of any litigation involving said premises, or presentment of any claim under administration or other proceedings where proof of claim is required by law to be filed, or in the event said note or any other obligation secured hereby is placed in the hands of an attorney and is collected with or without suit.
5. That the mortgagor will not assign, except as hereinafter set forth, the rents or any part of the rents of the said premises, nor demolish or remove any building now or hereafter erected, or make any structural changes, without first obtaining the written consent of the mortgagee.
6. If default shall be made in the payment of the principal note, or the interest thereon, hereinabove mentioned, or of any part of either, at the respective times herein specified for the payment thereof, or if default be made by the mortgagor in the performance of any of the covenants or agreements contained in this mortgage, the said mortgagee, its successors or assigns, shall have the right forthwith after any such default to apply for a receiver to take possession of the said mortgaged premises and to let the said premises and receive the rents, issues, and profits thereof and apply the same, after payments of all necessary charges and expenses, on account of the amount hereby secured, and the said mortgagor does, as additional security, hereby assign, set over and transfer unto the said mortgagee, its successors and assigns, all the rents issues and profits of the said mortgaged premises accruing or falling due from and after the service of the summons in any action of foreclosure to which said mortgagee, its successors or assigns, may be parties.
7. That if the premises, or any part thereof, be condemned under any power of eminent domain or acquired for any public use or quasi-public use, the damages, proceeds and consideration