

## MORTGAGE OF REAL ESTATE

WALKER, SMITH &amp; COSSWELL CO., CHARLOTTE, S. C. 14366-0-13-40

Trustors will repay to Beneficiary, immediately and without demand, in lawful money of the United States of America, at Beneficiary's office in Charlotte, all funds hereafter advanced by Beneficiary to Trustors or for the benefit or account of Trustors pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon from date of advance until repaid, at the rate of five (5%) per centum per annum, and will pay promptly when due and payable all indebtedness evidenced by said note.

Trustors promptly will pay and settle or cause to be removed all claims against any of the said property which affect the rights of the Trustors, Trustee or Beneficiary hereunder or thereto and will appear in and defend any action or proceeding purporting to affect the lien of this deed of trust or the rights or powers of Trustee or Beneficiary hereunder, Trustors covenanting to assume and pay all expenses incident thereto.

All judgments, decrees and awards for injury or damage to the said property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Beneficiary, who may apply the same to the indebtedness secured hereby in such manner as it may elect, and Beneficiary is hereby authorized in the name of Trustors to execute and deliver valid acquittances for, and to appeal from any such awards, judgment or decree.

Beneficiary may at any time and without notice deal in any way with the obligation hereby secured or the maker or other persons in any manner liable thereon, or grant to them or any of them any indulgence or forbearance or any extension of the time for the payment of any indebtedness secured hereby, or may release any part of the security held by it, or release any person or corporation secondarily liable for any part of any of said indebtedness without affecting the lien of this deed of trust for the full amount of the balance then owing on any of the indebtedness.

Every right or remedy provided in this deed of trust shall be cumulative of every other right or remedy of Beneficiary, whether herein or by law conferred, and may be enforced concurrently therewith; and no acceptance of the performance of any obligation as to which trustors shall be in default, or waiver of performance of any obligation, shall be construed as a waiver of the same or any other default then, theretofore or thereafter existing.

Trustors shall hold and enjoy said property until default in payment of all or any part of the indebtedness secured hereby or a breach of any covenant or agreement herein contained, or in the note hereby secured, shall be made, and in case of sale hereunder, by foreclosure or otherwise, Trustors, their tenants or the occupants of said property, shall become tenants at will of the purchaser.

Trustors hereby assign to Beneficiary any and all rents or emoluments from the said property, and if at any time there is any default in the payment of the indebtedness hereby secured or in the performance of any of the covenants and agreements herein contained, or in the note hereby secured, then Trustors hereby authorize Beneficiary, by its agent, to enter upon and take possession of said property or any part thereof and to rent or lease the same for the account of Trustors and to deduct from such rents or emoluments all reasonable costs and expenses or collection and administration and to apply the remainder of the same on any indebtedness hereby secured.

Trustors agree that upon the commencement of any judicial proceeding to enforce any right under this deed of trust, the court in which such proceeding is brought at any time thereafter, and without notice to Trustors or any party claiming under them (such notice being hereby expressly waived), and also without reference to the then value of said property, to the use of said property as a homestead, or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver for the benefit of Beneficiary, with power to take immediate possession of the said property, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any indebtedness then due and secured thereby, costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforementioned proceeding, or if Beneficiary shall bring or defend any other action to protect or establish any of its rights, hereunder, the Trustors will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorney's fees, all of which shall be added to the sums secured hereby.

If the maker of the note above referred to shall pay or cause to be paid the principal and interest on said note as therein provided and shall perform all other obligations contained therein and fully perform and discharge all covenants and agreements as therein required, and fully perform and discharge all covenants and agreements as herein required, then this conveyance shall become null and void and the title to the property hereby conveyed shall become revested in Trustors as provided by law; but if the maker of said note fail to pay or cause to be paid in full the said note or any renewal or extension of same or any instalment of principal or