

And I do hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, immediately upon payment, until all amounts due under this mortgage have been paid in full, and should I fail to pay said taxes and other governmental assessments, the mortgagee may, at its option, pay same and charge the amounts so paid to the mortgage debt, and collect same under this mortgage, with interest.

And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagor shall keep the premises herein described in good repair, and should I fail to do so, the mortgagee, its successors or assigns, may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.

And I do hereby assign, set over and transfer unto the said THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long as the payments herein set out are not more than thirty days in arrear, but if at any time any part of said debt, interest, insurance premiums or taxes shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, take over the property herein described, and collect said rents and profits and apply same to the payment of taxes, insurance, interest, and principal, without liability to account for anything more than the rents and profits actually collected, less the costs of collection; and should said premises be occupied by the mortgagor herein, and the payments hereinabove set out become past due and unpaid, then I do hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interest, taxes and insurance, without liability to account for anything more than the rents and profits actually collected.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if I the said mortgagor my heirs, or legal representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, its successors or assigns, the monthly instalments, as set out herein, until said debt, and all interest and amounts due thereon, shall have been paid in full, then this deed of bargain and sale shall become null and void; otherwise to remain in full force and virtue.

And it is further agreed by and between the said parties hereto, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made. But if I shall make default in the payment of said monthly instalments, or shall make default in any of the covenants and provisions hereinabove set out for a space of thirty days, then, and in such event, the Association, may, at its option, declare the whole amount hereunder at once due and payable, together with costs and a reasonable attorney's fee, and shall have the right to foreclose its mortgage.

IN WITNESS WHEREOF I have hereunto set my hand and seal, this the 8th day of April in the year of our Lord One Thousand Nine Hundred and Fifty-four, and in the One Hundred and Seventy-ninth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:
[Signatures of witnesses] (SEAL)

North Carolina
STATE OF ~~NORTH CAROLINA~~
COUNTY OF Durham

PERSONALLY appeared before me Helen M. Blackley and made oath that she saw the within named Mrs. Betty Sullivan Wrenn

sign, seal and as her act and deed deliver the within written deed, and that she, with Frank R. Wrenn, Jr. witnessed the execution thereof.

SWORN to before me this the 8th day of April A.D., 1955
Margaret Deon Daniel (SEAL)
Notary Public for North Carolina

My Commission expires March 22, 1956

[Signature of Helen M. Blackley]

Recorded April 11th. 1955 at 3:19 P. M. #9130