

As a part of the consideration hereof and as an inducement to the mortgagee herein to make this loan, the undersigned, being the beneficiaries of the trust for which the mortgagor is trustee, agree that if at any time any part of the principal indebtedness hereof, or the interest thereon, be past due and unpaid, we do hereby assign to the mortgagee, its successors and assigns, the rents from that certain lease on the premises hereina described granted by the undersigned as Lessors to Gulf Oil Corporation as Lessee, dated January 13, 1953, recorded in the RMC Office for Greenville County in Deed Book 472, pages 1-9, which lease runs for a term of ten years and provides a guaranteed rental of \$325.00 per month, and we further agree that any Judge of the Circuit Court of this State may at chambers or otherwise appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and the profits actually collected.

James W. Curdts  
Ed C. Curdts  
Fred A. Curdts

The above described land is \_\_\_\_\_ the same conveyed to \_\_\_\_\_ by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book \_\_\_\_\_ Page \_\_\_\_\_

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said **The Peoples National Bank, Greenville, S. C., its successors and assigns,**

~~Heirs and assigns~~ forever.

And I do hereby bind myself \_\_\_\_\_, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors ~~Heirs~~ and Assigns, from and against me, my ~~Heirs, Executors, Administrators~~ <sup>successors</sup> and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor\_\_\_\_\_, agree to insure the house and buildings on said land for not less than **Thirty Thousand (\$30,000.00)** Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor\_\_\_\_\_, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note \_\_\_\_\_, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.