

7. Mortgagors hereby assign to Mortgagee all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby. It is agreed that Mortgagors shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby.

8. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of Mortgagee, all sums then owing by Mortgagors to Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Mortgagors waive the benefit of any appraisement laws of the State of South Carolina. Should Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceedings instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by Mortgagee, and a reasonable attorney's fee, shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses, including continuation of abstract or title insurance and a reasonable attorney's fee, shall be secured hereby, shall become due and payable immediately or on demand, and may be recovered and collected hereunder.


9. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time, and the payment or contracting to pay by Mortgagee of anything Mortgagors have herein agreed to pay shall not constitute a waiver of the default of Mortgagors in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagors. The rights, options, powers, and remedies herein provided shall be cumulative and the exercise of one or more of them shall not preclude the exercise of any other or others, or of any right or remedy now or hereafter given or allowed by law.

10. Failure by the Mortgagor to produce to the Mortgagee receipts evidencing payment of the premiums before lapse under policies of life insurance on the life of Shelton J. Rimer which have been assigned to Mortgagee as additional collateral security for the performance of all the terms and conditions of this mortgage, or to pay or cause to be paid in cash any of the premiums before lapse under such policies shall, at the option of the mortgagee, constitute a default under the terms of this mortgage, in which event Mortgagee, at its option, may apply the proceeds of such policies in satisfaction of all or any part of the mortgage indebtedness before resorting to its other remedies under this mortgage and the obligation which it secures.

The term "Mortgagors," wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all the covenants, conditions, and agreements hereof shall bind their respective heirs, executors, administrators, successors, and assigns and shall inure to the benefit of and be available to the successors and assigns of Mortgagee.

IN WITNESS WHEREOF, each of the Mortgagors has hereunto set his or her hand and seal or caused this Mortgage to be executed by its duly authorized officers and its seal to be hereunto affixed, this day of July 31, 1957.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Mildred L. Turner *Shelton J. Rimer* 

Patrick C. Daut 

(Print or type each name below signature)