

tained to the contrary notwithstanding. And upon said debt being due and collectible, it shall and may be lawful for the said **Edwin T. Powell, his heirs** and assigns, and the said **Susan Gassaway Powell** doth hereby empower and authorize the said **Edwin T. Powell, his heirs** or assigns, to grant, bargain, sell, release and convey

the said premises with the appurtenances, at public auction or vendue, at the door of the Court House, in the County aforesaid, to the highest bidder for cash, three weeks' previous notice of the time, place and terms of sale having been first given once a week in some newspaper published in said County, at which sale they, or any of them, shall have the right to become purchasers of the said premises, and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns forever, a conveyance in fee of the said premises, freed and discharged from all equity of redemption and right of dower, and all and every other encumbrance subsequent to this mortgage; and after deducting from the proceeds of said sale all taxes due thereon, or which may have been paid by the mortgagee, the principal and interest due on said debt, and ten per cent. attorney's fees, premiums of insurance and the costs and charges of the said sale, then to hold the overplus subject to the rights of the holder of any subsequent lien or encumbrance on the said premises, who may give express notice in writing of his holding the same, and if no such claims be made, then to pay such overplus to the said mortgagor. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale, by conveyance, shall entitle the purchaser to immediate possession of the premises; and any holding of the same thereafter by the said mortgagor or other persons holding under him, shall be as tenant of the said purchaser, at a rent of

dollars per month, payable monthly; and the said purchaser may at any time determine such tenancy by giving one month's notice to the party in possession, or without such notice, in case at any time any rent be due and unpaid; and in either of said cases such purchaser shall have the right to obtain possession of the said premises, as in other cases of landlord and tenant, upon the determination of a lease. In case of sale by any corporation as mortgagee or assignee of this mortgage, the deed shall be executed in the name of the mortgagor by the president of said corporation, as attorney in fact.

And the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

And it is agreed, by and between the parties, that the said mortgagor, in the event of a foreclosure of this mortgage by judicial proceedings, or collection by an attorney, shall pay a reasonable sum, not less than ten per cent. upon the amount due, for attorney's fees which shall be secured by this mortgage, and shall be included in any judgment of foreclosure recovered.

WITNESS my Hand and Seal this 18<sup>th</sup> day of **November** in the year of our Lord one thousand, nine hundred and **fifty-eight** and in the one hundred and **eighty-third** year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of } Susan Gassaway Powell (Seal)  
Valeria Hazlehurst } \_\_\_\_\_ (Seal)

THE STATE OF SOUTH CAROLINA, }  
County of **Richland**. }

Before Me, **J. E. Belser, Jr.**, Notary Public of South Carolina,  
personally appeared **Valeria Hazlehurst**  
and made oath that she saw the within-named **Susan Gassaway Powell**  
sign, seal and, as **her** act and deed, deliver the within-written deed, for the uses and purposes  
therein mentioned, and that she, with **J. E. Belser, Jr.**  
witnessed the execution thereof, and subscribed their names as  
witnesses thereto.

SWORN to and subscribed before me, this }  
18<sup>th</sup> day of **November**, 19 **58** } Valeria Hazlehurst  
J. E. Belser, Jr. (L.S.) }  
Notary Public of South Carolina.

Recorded December 29th, 1958, at 9:46 A.M. #16233