

trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the indebtedness secured hereby.

The Mortgagor shall hold and enjoy the mortgaged property above conveyed until there is a default under this mortgage or in the promissory note secured hereby. If the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage and of the promissory note secured hereby, then this mortgage shall be null and void; otherwise to remain in full force. If there is a default in any of the terms, conditions or covenants of this mortgage or of any indebtedness secured hereby, or should any money judgment against Mortgagor remain unsatisfied for ten days after it becomes final, or should a petition in bankruptcy be filed by or against Mortgagor, or if any attempt be made to remove, lease, sell or otherwise dispose of or injure the mortgaged chattels by the undersigned or any person or persons, or if Mortgagee shall at any time in good faith deem said indebtedness insecure or fear diminution or waste of the mortgaged property, then Mortgagee may at its option declare the entire indebtedness hereby secured immediately due and payable in full, and this mortgage may be foreclosed as to all or a part of the mortgaged property and/or it shall be lawful for Mortgagee by agent or attorney to take immediate possession of the mortgaged chattels wherever they may be and for that purpose may with or without force or process of law enter upon the premises of the undersigned or of the holder of such property and search for, take possession of, remove, sell and dispose of said property and all equity of redemption therein as provided by law and retain out of the proceeds the amount then due on the indebtedness and all expenses incurred for pursuing, searching for, taking, removing, caring for, advertising and selling the mortgaged chattels and any prior liens thereon, returning the surplus, if any, to the undersigned. Mortgagee may become purchaser at any sale or sales of the mortgaged property.

The Mortgagor waives the benefit of any appraisal laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the indebtedness 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 and a reasonable attorney's fee (of not less than ten per cent of the amount involved), shall be secured hereby, shall become due and payable immediately or on demand and may be recovered and collected hereunder.

The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereto affixed, this the 14th day of January, 1959.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WEBSTER OIL COMPANY, INC.

By Wm Webster  
President

ATTEST:

Caroline S. Webster  
Secretary

[Signature]  
Witness

[Signature]  
Witness

LAW OFFICES  
POYNER, GERAGHTY,  
HARTSFIELD & TOWNSEND  
401 OBERLIN ROAD  
RALEIGH, N. C.