

FOR VALUE RECEIVED, Central Realty Corporation, hereby assigns, transfers, and sets over to New York Life Insurance Company, the within mortgage and the note which the same secures, without recourse. Dated this 21st day of July, 1961.

In the Presence of :

CENTRAL REALTY CORPORATION

Catherine Francon
D. Muller

By: *[Signature]*
President

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 Central Realty Corporation their heirs successors and assigns forever. And I do hereby bind myself and my heirs, executors administrators and assigns to warrant and forever defend all and singular the said premises unto the said Central Realty Corporation, their heirs successors and assigns from and against myself and my heirs, executors, administrators and assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof, and my heirs, executors, administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the unsealing of these presents undersigned was well seized of the above described premises as a good and indefeasible estate in fee simple and have good right to sell and encumber and convey the same, and that the same are free from all encumbrances and liens whatsoever.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

The mortgagor will keep the buildings on said premises insured against loss by fire, including extended coverage, and such other hazards, including war damage, as may be required by the mortgagee in forms, companies and amounts satisfactory to and with loss made payable to the mortgagee, and deliver the policies with standard mortgage clauses satisfactory to the mortgagee attached marked "Paid" to the mortgagee and furnish the mortgagee with renewals thereof at least seven days before the expiration of the old policies. In default thereof, the mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the mortgagee, with interest at Six (6%) per cent per annum and shall be secured by this instrument. At the option of the mortgagee, the proceeds of loss under any policy whether endorsed payable to the mortgagee or not, may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the mortgagor or any other person for payment of the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not.

Before they become delinquent, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagee or its assigns on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest on the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the mortgagee, and will immediately deliver to the mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor; and if not paid the mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately or on demand at the option of the mortgagee with interest at Six (6%) per cent per annum and shall be secured by this instrument.

~~THE MORTGAGOR COVENANTS AND AGREES THAT HE WILL PROMPTLY PAY THE PRINCIPAL OF AND THE INTEREST ON THE INDEBTEDNESS EVIDENCED BY THE SAID NOTE, AT THE TIMES AND IN THE MANNER THEREIN PROVIDED.~~

The mortgagor covenants and agrees that he will promptly pay the principal of and the interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.

The Mortgagor covenants and agrees with Mortgagee that he will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; that he will maintain the premises in good condition and repair; that he will not commit or suffer waste thereof; that he will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; that he will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

In the event of default in the payment of the indebtedness hereby secured or any part thereof or in any of the covenants or conditions of this mortgage, at the option of the mortgagee, without notice, notice of the exercise of such option hereby expressly waived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible and the mortgagee shall have power to sell said premises according to law and this mortgage may be foreclosed and the mortgagee shall be entitled to the immediate appointment of a receiver without notice for the collection of the rents of said premises during the pendency of such foreclosure and the rents and profits of the premises are hereby assigned to the mortgagee as security for the payment of such indebtedness.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance or any of the covenants or conditions of this mortgage, in addition to any other rights or remedies which the mortgagee may have by virtue of the provisions hereof or by law, the mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises, and as a mortgagee-in-possession to use the said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after payment of all necessary charges and expenses on account of the indebtedness hereby secured, and the said rents and profits are hereby assigned to the mortgagee as security for the payment of such indebtedness. The mortgagor for himself and any subsequent owner of the said premises, hereby agrees to pay the mortgagee in advance a reasonable rent for the premises occupied by him, and in default of so doing hereby agrees that he may be dispossessed by the usual legal proceedings; and further agrees that any tenant defaulting in the payment to the mortgagee of any rent may be likewise dispossessed. This covenant shall become effective and may be enforced either without or with any action brought to foreclose this mortgage and without applying at any time for a receiver of such rents or of the mortgaged premises.