

possession to let 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.

11. All of the foregoing covenants shall bind the mortgagor, his heirs, executors and administrators, successors and assigns.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor do and shall well and truly pay or cause to be paid to the said mortgagee, its successors or assigns, or the holder hereof, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of said Note, and all sums of money provided to be paid by the mortgagor, his heirs, executors, administrators or assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

WITNESS our hand and seal this 26th day of August in the year of our Lord one thousand nine hundred and Seventy and in the one hundred and ninety-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:  
Wendell Houck (L.S.)  
Roy Coggins (L.S.)  
Theron J. Cochran (L.S.)  
Linda O. Forrester (L.S.)  
Eva Weisz (L.S.)  
Harry Lerner (L.S.)  
Lily Lerner (L.S.)

As to Eva Weisz  
NORTH CAROLINA  
STATE OF ~~SOUTH CAROLINA~~  
County of BUNCOMBE

PERSONALLY appeared before me Wendell Houck  
and made oath that he saw the within named Harry Lerner and Lily Lerner  
sign, seal and as their act and deed, deliver the within written Deed; and  
that he with Roy Coggins witnessed the execution thereof.

SWORN to before me this 26 day of August A. D. 1970  
Wendell Houck  
Notary Public for ~~SOUTH CAROLINA~~ North Carolina  
My Commission Expires ~~SEPTEMBER 6, 1970~~ Sept 6, 1970

NORTH CAROLINA  
STATE OF ~~SOUTH CAROLINA~~  
County of Buncombe  
O. T. Taylor Notary Public for ~~SOUTH~~ North Carolina

RENUNCIATION OF DOWER

do hereby certify unto all whom it may concern, that Mrs. Lily Lerner  
the wife of the within named Harry Lerner did this day appear before me,  
and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without  
any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto  
the within named THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA  
its successors and assigns, all her interest and estate and also all her right and claim of dower, of, in, or to all and singular  
the premises within mentioned and released.

Given under my hand and seal, this 26 day of August Anno Domini, 19 70

Lily Lerner  
O. T. Taylor (L.S.)  
Notary Public for ~~SOUTH CAROLINA~~ North Carolina  
My Commission Expires ~~SEPTEMBER 6, 1970~~  
Sept 6, 1970