

tors, successors and assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED by and between the said parties that should legal proceedings be instituted for the collection of the said debt secured hereby, then in that event the said mortgagees, their heirs, executors, administrators, successors and assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the mortgagees, their heirs, executors, administrators, successors and assigns, including a reasonable counsel fee of not less than ten (10%) per cent of the amount involved, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if Country Dinner Theatre of Greenville, Inc., the said mortgagor, do and shall well and truly pay, or cause to be paid, unto the said A/E, Inc., Robert Neal Campbell, Byron Harold Creasy, Bootle Equipment Sales & Service, Inc., John Preston Batson, Jr., Estate of Chester E. Hatch, Jr., Estate of James B. Little and James Robert Lawrence, their heirs, executors, administrators, successors and assigns, the said debts or sums of money aforesaid, with interest thereon, if any shall be due, according to