

11. That (in addition to any of the other provisions and remedies hereof or as provided by law, and without in any manner modifying or diminishing the rights of the Mortgagee, hereunder or thereunder) in case proceedings for foreclosure shall be instituted, the Mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits, with authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for any more than the rents and profits actually received.

12. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the other; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, the note secured hereby and the loan agreement, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or if the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor, to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt 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 incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand and seal this 28th day of April, 1972

THE ERVIN COMPANY

BY W. H. McMullen, Jr. Vice President
ATTEST W. K. Smullin Assistant Secretary

Signed, sealed, and delivered in the Presence of:

Jerry H. Wells
Verta W. Barrett

(SEAL)
(SEAL)
(SEAL)

NORTH
State of South Carolina,
MECKLENBURG County

PROBATE

PERSONALLY appeared before me Jerry H. Wells made oath that he saw the within named Wm. S. Michael & W. H. McMullen, Jr. sign, seal and as their Verta W. Barrett act and deed deliver the within written deed, and that he, with Verta W. Barrett witnessed the execution thereof.

SWORN to before me this the 28th day of April, 1972 A. D., (L.S.)
Verta W. Barrett
Notary Public for South Carolina N.C.
My comm. expires: 5-22-75
State of South Carolina,
County

Jerry H. Wells

NO RENUNCIATION OF DOWER

I, _____ do hereby certify unto all whom it may concern that Mrs. _____ the wife of the within named _____ 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 CAMERON-BROWN COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this _____ day of _____ A. D., 19____ (L.S.)
Notary Public for South Carolina