

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest on the said Bond or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the said Mortgagee, executors, administrators or 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 debt secured hereby, then in that event the said Mortgagee, its SUCCESSORS, executors, administrators or 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 Mortgagee, 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

the said **The Janus Corporation** does ~~X~~ and shall well and truly pay, or cause to be paid, unto the said **Greenville Development Corp.**

the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and Condition thereunder written, 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.

AND IT IS AGREED, by and between the said parties, that **The Janus Corporation is**

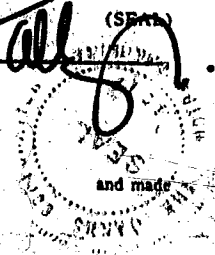
to hold and enjoy the said premises until default of payment shall be made.

WITNESS the hand of **The Janus Corporation**

and the seal of the corporation, this 22nd day of **December** in the year of our Lord one thousand nine hundred and **Seventy-two** and in the one hundred and **Ninety-seventh** year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED }
IN PRESENCE OF }
Mary M. Simpson
Frances Anne Cheek
The State of ~~South~~ **North** Carolina, }
COUNTY OF **MECKLENBURG**

THE JANUS CORPORATION (SEAL)
By V. Reitzel Snider (SEAL)
President
J. J. [unclear] (SEAL)
Assistant Secretary



PERSONALLY appeared before me **Mary M. Simpson**,
oath that she saw the within named **The Janus Corporation**
by its **President, V. Reitzel Snider**
Seal, and as the Act and Deed of the said Corporation deliver the within written deed, and that she with
Frances Anne Cheek witnessed the
execution thereof.

SWORN to before me, this 22nd
day of December, 19 72
V. Reitzel Snider (SEAL)
Notary Public for the State of North Carolina

Mary M. Simpson