

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 purpose of taxing 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.

And 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 whether occupied by the owner or any person, firm or corporation holding under or through the owner as additional security for this loan, and agrees 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 and apply the net proceeds (after paying costs or receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

IN WITNESS WHEREOF the Mortgagor, McALISTER DEVELOPMENT COMPANY, by its sole General Partner, THE McALISTER CORP., has caused these presents to be duly executed by its duly authorized officers on this the 27th day of December, 1972.

In the Presence of:

Arthur C. Gentry
Harry B. Stephens

McALISTER DEVELOPMENT COMPANY,
a Limited Partnership organized and
existing under the Uniform Limited
Partnership Act of South Carolina

By: THE McALISTER CORP.
(its sole General Partner)

By Edward M. Gorman
President

Attest Mary L. Shaw
Assistant Secretary

