

and to apply the same, after payment of all necessary charges and expenses, on account of the Obligations hereby secured, and the said rents and profits are hereby assigned to the Lender as additional security for the payment of such Obligations. The Borrower for himself and any subsequent owner of the said premises, hereby agrees to pay the Lender in advance a reasonable rent for any portion of the mortgaged property 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 Lender of any rent may be likewise dispossessed. This remedy 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.

12. It is agreed that the Borrower shall hold and enjoy the premises above conveyed until there is a default under this Mortgage or in the Note or in the terms and conditions any other Obligation secured hereby. It is the true meaning of this instrument that if the Borrower shall fully perform all the terms, conditions, and covenants of this Mortgage, of the Note secured hereby, and of any other Obligation secured hereby, this Mortgage shall be utterly null and void; otherwise to remain in full force and effect. If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note or any other Obligations or indebtedness secured hereby, then, at the option of the Lender, all sums then owing by the Borrower to the Lender shall become immediately due and payable and in addition to all other rights and remedies allowed by law to the Lender, this Mortgage may be foreclosed and the property secured by this Mortgage sold by judicial proceedings. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Lender become a party to any suit involving this Mortgage or the title to the premises described herein, or should any of the Obligations 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 Lender, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Lender 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 the hand and seal of the Borrower this 21st day of September, 1973  
WHIPPOORWILL DEVELOPMENT CO., INC.

Signed, sealed and delivered

By: Edward M. [Signature] (SEAL)

in the presence of:

Clarence E. Clay (SEAL)  
Pamela S. Mabry (SEAL)

STATE OF SOUTH CAROLINA ) PROBATE (Individual)  
COUNTY OF )

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named individual Borrower (s) sign, seal and as the Borrower (s) act and deed deliver the within written mortgage deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this the

day of , A.D., 19

(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) PROBATE (Corporate)  
COUNTY OF GREENVILLE )

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Corporation by its duly authorized officers named above, sign, seal and as the Corporation's act and deed deliver the within written mortgage deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this the 21st

day of September, A.D., 1973

Clarence E. Clay (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 9-17-79

Pamela S. Mabry

Recorded September 21, 1973 at 12:14 P. M., # 8432

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