

If default shall be made in the payment of the note hereby secured, according to its terms, or if default be made in the performance of any of the other covenants and agreements contained in said note or this mortgage, and such default shall continue for thirty days, then in all or any of said events the full principal sum with all unpaid interest thereon and any amounts expended by the Mortgagee under the terms and provisions of this mortgage, with interest thereon as herein provided, shall, at the option of the Mortgagee, become at once due and payable without further notice and irrespective of the date of maturity expressed in the note secured hereby, and this mortgage may be foreclosed.

The Mortgagor hereby assigns and sets over to the Mortgagee all rents from the above described property hereafter accruing, as additional security for the indebtedness and other items secured by this instrument and for the purpose of keeping said property in proper repair and the Mortgagee is hereby given a prior and continuing lien thereon. The Mortgagor hereby appoints the Mortgagee its attorney and agent to collect said rents with or without action and to apply same, less expenses of collection, to the said indebtedness, other secured items and repairs in such manner as the Mortgagee may elect; provided, however, that until there be a default under the terms of this instrument, the Mortgagor may continue to collect and enjoy said rents without accountability to the Mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the Mortgagee for failure or inability to collect any rents herein assigned. This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the above described property and from all leases and rentals hereafter made by the present and all future owners of the property and any purchaser of the property shall take subject to all the provisions and conditions set out herein. The occupants of the premises upon being requested to do so by the Mortgagee or its agent shall pay said rents and profits to the Mortgagee or its agent without further evidence of the consent of the Mortgagor to such payment and the receipt of the Mortgagee or its agent for such payment shall be of the same force and effect as if said payments had been made to the Mortgagor. In the event of default in the performance of any of the terms and conditions of this mortgage or the note secured hereby, and in case proceedings for foreclosure of this instrument shall be instituted, the Mortgagee shall have the right to have a receiver of the rents, issues and profits of the mortgaged premises appointed, who, after deducting all costs of the receivership, shall apply the net proceeds upon the indebtedness, interest, costs and expenses and who may lease the premises, and so apply the rents, issues and profits.

PROVIDED ALWAYS, nevertheless, that if the Mortgagor shall cause to be paid the note secured hereby according to its terms and provisions and shall perform all of the other conditions and obligations set out in said note and this mortgage, then this mortgage and conveyance shall become null and void; otherwise to remain in full force and virtue.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, or assigns of the parties hereto. Wherever 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 our hands and seals this 12th day of February 1974

Signed, sealed and delivered in the Presence of:

Jerry L. Taylor
Patrick H. Grayson, Jr.

PROFESSIONAL PLAZA BUILDING, A GENERAL PARTNERSHIP

By: *J. Edward Harvey, Esq.* (SEAL)
M. H. Varn, III (SEAL)
And: *Jim F. Hicks, Jr.* (SEAL)
James B. Newman (SEAL)
George D. Batchelder (SEAL)
Willis A. King, Jr. (SEAL)

State of South Carolina GREENVILLE County

PROBATE

PERSONALLY appeared before me Jerry L. Taylor and made oath that he saw the within named J. Edward Harvey, M. H. Varn, III, Jim F. Hicks, James B. Newman, of Professional Plaza Building, a General Partnership, George D. Batchelder and sign, seal and as their act and deed deliver the within written deed, and that he with Patrick H. Grayson, Jr. witnessed the execution thereof.

Sworn to before me, this 12th day of February A. D. 1974
Patrick H. Grayson, Jr.
Notary Public for South Carolina

Jerry L. Taylor

My Commission Expires: 11/19/79

State of South Carolina GREENVILLE County

RENUNCIATION OF DOWER NOT NECESSARY - MORTGAGOR A PARTNERSHIP

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 SOUTHERN LIFE INSURANCE 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____
Notary Public for South Carolina

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