

8. That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;

9. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note(s) 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(s) 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(s) secured hereby, and may be recovered and collected hereunder;

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(s) 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, and of the note(s) and debt(s) secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

MORTGAGEE WILL RELEASE from the lien of the mortgage granted herein, without reduction of loan principal, land dedicated for public roads and other public uses, not to exceed five (5) acres in total, based on land development plans approved by Mortgagee. Mortgagee will also release other acreage which may be sold by Mortgagor to other parties, upon receipt of a principal payment equal to seventy-five (75%) percent of the gross sales price of the released acreage, or a principal payment based on the following schedule, whichever is greater:

- (1) Property fronting on Laurens Road or the Seaboard Coast Line Railroad right-of-way, to a depth of 250 feet -- \$25,000.00 per acre.
- (2) Property fronting on Old Mill Road to a depth of 300 feet -- \$20,000.00 per acre.
- (3) All remaining acreage -- \$17,500.00 per acre.

The covenants 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.

Nothing herein contained to the contrary withstanding, it is understood and agreed that the Mortgagor and the Mortgagee have this day entered into a Loan Agreement, and the proceeds of the loan evidenced by the note secured hereby shall be disbursed pursuant to the terms of such Loan Agreement. It is further agreed that any default on the part of the Mortgagor in any of the terms, conditions or covenants of such Loan Agreement shall, at the option of the Mortgagee, constitute a default hereunder and all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed as in the case of any other default hereunder.

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