

WSP

note the principal sum of \$61,941.56, with interest thereon from the 25th day of May, 1974, and that the Assignor has good right to sell and assign the same:

3. Proviso for Payment of Debt. Provided, nevertheless, that if the Assignor, his executors, administrators or assigns, shall pay to the Assignee the sum of \$35,000.00 according to the terms of a certain promissory note payable to Assignee by the Assignor in three equal annual installments of \$11,666.67 each commencing one year from date with interest on the outstanding balance paid semi-annually commencing six (6) months from date at the rate of nine (9%) per cent per annum on the outstanding balance, then this agreement shall be void, the same being given for the purpose of securing the payment of said sum and interest.

4. Power of Sale. But if any default shall be made in the payment of said principal sum or of any installment of interest thereon when due and payable, or in the performance of the conditions and covenants of the said mortgage hereby assigned, then and in either of any such event the Assignee, its executors, administrators, successors and assigns, may elect without notice that the said principal sum hereby secured, with the interest then accrued thereon, shall be due and payable at once, and, in addition to the other remedies herein provided, he or they are hereby authorized and empowered to sell the mortgage and note hereby assigned, and also the land and premises included in the said mortgage in the event of same having been foreclosed as hereinafter provided, at public auction in 60 days first giving notice of the time and place of such sale once each week for three successive weeks in a public newspaper published in Greenville County, and to assign and convey the

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