

7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings 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.

8. That, at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor, or, in the case of a construction loan, if the Mortgagor shall permit work on the project to become and remain interrupted for a period of fifteen (15) days without the written consent of the Mortgagee.

9. 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 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 secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note 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 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 secured thereby, and may be recovered and collected hereunder.

10. 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.

WITNESS my hand and seal this 27th day of March 1975
COAL YARD ASSOCIATES, a Partnership

Signed, sealed, and delivered

BY: F. Earle Gauden (SEAL)
F. Earle Gauden, Partner

in the presence of:

BY: Kirk R. Craig (SEAL)
Kirk R. Craig, Partner

Jerry D. [unclear]
Jessie L. [unclear]

BY: William T. Davis (SEAL)
William T. Davis, Partner (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

Personally appeared the undersigned witness and made oath that (s) he saw the within named mortgagor (s) sign, seal and as the Mortgagor (s) act and deed deliver the within written instrument and that (s) he, with the other witness subscribed above, witnessed the execution thereof.

Jerry D. [unclear]

SWORN to before me this 27th day
of March, 1975

Jessie L. [unclear]
Notary Public for South Carolina

My Commission Expires: 11-24-

COAL YARD ASSOCIATES

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