

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the Mortgagee the houses and buildings on the premises against fire and tornado risk, and other casualties or contingencies, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

The Mortgagor will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and appurtenances in thorough repair and condition and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

The said Mortgagor covenants to keep and perform all of the covenants, agreements and conditions to be kept and performed by the lessor under any and all leases now or hereafter covering the mortgaged property, or any part thereof. In event of default under any such lease by reason of the failure of the Mortgagor to keep or perform one or more of the covenants, agreements or conditions thereof, the Mortgagee is hereby authorized and empowered, and may at its option, remedy, remove or cure any such default, and further, the Mortgagee may, at its option, and in its sole discretion, pay any sum of money deemed necessary by it for the performance of said covenants, agreements and conditions, or for the curing or removal of any such default, and incur all expenses and obligations which it may consider necessary in connection therewith. Any and all sums so paid by the Mortgagee, as herein provided, with interest thereon at the rate of 7% per annum, shall be part of the indebtedness secured by this mortgage and a lien upon the mortgaged property and shall with interest as aforesaid be repaid by the Mortgagor to the Mortgagee forthwith upon demand.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the Mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises whether occupied by the owner or any person, firm or corporation holding under or through the owner as additional security for this loan, and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

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 our Hand and Seal this 25th day of April in the year of our Lord one thousand nine hundred and seventy-nine and in the one hundred and year of the Sovereignty and Independence of the United States of America.

(continued from preceding page)

This is a second mortgage and is junior in lien to that mortgage executed by Robert F. Arrington and Clarette D. Arrington to United Federal Savings and Loan Association, which mortgage was recorded in the RMC Office for Greenville County in Mortgage Book 1295 at Page 457 on November 16, 1973.

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