

The Lender shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid note, to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured.

In case the Lender shall voluntarily or otherwise become a party to any suit or legal proceeding to protect the property herein described or the title thereto, or to protect the lien of this mortgage, the Mortgagors will immediately reimburse the Lender for any amounts paid by it in connection with any such suit or proceeding, including all costs, expenses and attorney's fees, and such payments shall be secured by this mortgage to the same extent as the note hereinabove described.

If there shall be any default in the payment, in accordance with its terms, of the note secured hereby of any other indebtedness hereby secured, when due, or in the event of failure to comply with any of the covenants or agreements contained in this mortgage, or in the event of actual or threatened demolition or injury or waste to any of the property covered by this mortgage which may impair its value, then and in any such event, the entire indebtedness secured by this mortgage shall, at the option of the Lender, become at once due and payable, regardless of the maturity date thereof, and the Lender may thereupon or at any time thereafter institute foreclosure proceedings.

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 by virtue of which any tax may be levied or assessed against, or based upon, the interest of the Lender in the premises or other property covered by this mortgage, or its ownership or interest in this mortgage, or in the note herein described, or any other indebtedness hereby secured, whether such tax be for state or local purposes, or in the event of any change in any of the laws now in force providing for the taxation of mortgages or debts secured by mortgage, then the whole of the unpaid indebtedness secured by this mortgage shall, at the option of the Lender and without notice to any party, become immediately due and payable and the Lender may institute foreclosure proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the Mortgagors do and shall well and truly pay or cause to be paid unto the Lender the debt represented by the aforesaid note, with interest thereon, in accordance with its terms and any and all other sums which may be due and payable hereunder when due, and shall faithfully perform all the covenants and agreements herein contained, 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 parties hereto that the Mortgagors shall be entitled to hold and enjoy the aforesaid premises until default shall be made as herein provided.

The covenants and agreements herein contained shall bind, and the benefits and powers thereof herein conferred shall inure to the respective heirs, executors, administrators and assigns of the parties hereto. \*\*

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 18 day of December 19 79.

Signed, sealed and delivered in the presence of:

*Susan Polson*  
*Clair J. Lockaby*

SCOTT-ZIMMERMAN ASSOCIATES, a South Carolina General Partnership

BY: *[Signature]* (L. S.)  
BY: *[Signature]* (L. S.)  
BY: *[Signature]* (L. S.)

THE STATE OF SOUTH CAROLINA, }  
GREENVILLE County }

PROBATE

PERSONALLY appeared before me the undersigned witness

and made oath that he saw the within named Thomas R. Scott and Sam R. Zimmerman, III

sign, seal and as Scott Zimmerman Associates'

act and deed deliver the within written deed, and that (s) he with the other above ascribed witness witnessed the execution thereof.

Sworn to before me, this 18th day

of December, 19 79

*Clair J. Lockaby* (L. S.)  
Notary Public for South Carolina My Comm. Expires: 7-18-87

*Susan Polson*

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