

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest on the said Bond or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the said Mortgagee its, executors, administrators or assigns, although the period for the payment thereof may not then have expired.

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then in that event the said Mortgagee, its executors, administrators or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee (of not less than fifteen per cent. of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if

the said C.B. POOLE, INC.

do and shall well and truly pay, or cause to be

paid, unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK

the said debt or

sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and note

Condition thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that C.B. POOLE, INC.

to hold and enjoy the said premises until default of payment shall be made.

WITNESS the hand of C.B. POOLE, INC.

and the seal of the corporation, this

2nd. day of December

in the year of our Lord one thousand nine hundred and eighty-one

sixth year of the Sovereignty

and in the one hundred and

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

C.B. POOLE, INC.

IN PRESENCE OF

BY: [Signature] (SEAL)

Patricia L. Smiley
Michael R. Daniel

_____ (SEAL)

_____ (SEAL)

The State of South Carolina, }

COUNTY OF CHEROKEE

PERSONALLY appeared before me Michael R. Daniel and made

oath that he saw the within named C.B. POOLE, INC.

by its Vice President and Treasurer

sign, affix the corporate

Seal, and as the Act and Deed of the said Corporation deliver the within written deed, and that he with

Patricia L. Smiley

witnessed the

execution thereof.

SWORN to before me, this 2nd. day of December 19 81

Michael R. Daniel

Patricia L. Smiley (SEAL)
Notary Public for South Carolina

My Commission Expires: 3/21/83

DOCUMENTARY
STAMP

Recorded Dec 4, 1981 at 9:20 A.M. 13370

0139

4328 RV-2