

of a purchase money security interest for household appliances, (3) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (4) the grant of any leasehold interest of three years or less not containing an option to purchase, or, in the case of a construction loan, if the Mortgagor shall permit work on the project to be delayed or to become and remain interrupted for a period of fifteen (15) days without the written consent of the Mortgagees, Mortgagees may, at Mortgagees' option, declare all the sums secured by this Mortgage to be immediately due and payable.

8. That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this Instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such proceeding 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;

9. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note(s) secured hereby, then, at the option of the Mortgagees, all sums then owing by the Mortgagor to the Mortgagees 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 Mortgagees, become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt(s) 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 Mortgagees, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagees, as a part of the debt(s) secured hereby, and may be recovered and collected hereunder;

10. 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(s) 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(s) and debt(s) secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

11. 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 its hand and seal, this 19 day of October, 1982.

Signed, Sealed and Delivered in the Presence of:

John R. Thom  
Colly E. Seymour

BULLOCK'S RESTAURANT, INC.

By: Gloria B. Clark  
Its: PRESIDENT

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officer(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.

SWORN TO before me this 19<sup>th</sup> day of October, 1982.

Colly E. Seymour (LS)  
Notary Public for South Carolina  
My Commission Expires: 8-23-89

John R. Thom

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