Page 3.
Provident may see fit to accumulate, as hereinbefore provided) to any amounts due the Provident by the Owner under the terms and provisions of the aforesaid note and mortgage. The manner of application of such remaining net income, as to the items which shall be credited, shall be

- 6. The Provident reserves to itself the right to foreclose the aforesaid mortgage at any time hereafter when a default shall exist and this instrument shall in no wise operate to affect, impair or diminish the rights granted to the Provident under the aforesaid mortgage and note. It is understood and agreed by the Owner that if, in the discretion of the Provident it becomes necessary for the latter to begin foreclosure proceedings, the Provident shall remain in possession of the mortgaged premises and shall exercise all the powers granted to it by this agreement, if it so desires, until such time as the purchaser at foreclosure sale shall be entitled to take possession of the property by virtue of such sale.
- 7. The rights and remedies given to the Provident by this agreement shall be in addition to and not in lieu of any of the rights, remedies, terms, covenants or provisions of the said mortgage and note. If the validity of this agreement or of any of the provisions thereof shall be attacked by any party having an interest in the aforesaid real property, and if, as the result of such attack, this agreement or any of its provisions should be held to be invalid, the aforesaid mortgage and note shall not be in any way affected by the invalidity of this agreement or any portion thereof. The invalidity of any one or more of the provisions of this agreement shall not invalidate the remaining and valid portions thereof.
- 8. The provisions of this instrument shall be binding upon the Owner, his heirs, executors, administrators, successors, or assigns, and shall be irrevocable except with the written consent of the Provident, provided, however, that if the owner shall at any time following a default hereafter place the said mortgage loan completely in good standing having complied at such later date with all the payment provisions and the terms, covenants, and conditions of the said mortgage and note, then the Provident shall redeliver the possession of the mortgaged premises to the Owner, who shall remain in possession unless another default occurs, at which time the Provident may at its option again take possession of the mortgaged premises under the terms and provisions of this agreement.
- 9. The word "Owner", as used in this agreement, shall be construed to mean any one or more parties who are holders of legal title. The word "note" shall be construed to mean the instrument (whether note or bond) which was given to evidence the indebtedness held by the Provident against the mortgaged premises; and the word "mortgage" shall be construed to mean the instrument securing the said indebtedness and owner and held by the Provident, whether such instrument be mortgage, loan deed, trust deed, vendor's lien, or otherwise.
- additional parties being holders of mortgage or other lien upon the aforesaid mortgaged premises or otherwise interested therein, the said additional parties, by virtue of such execution of this instrument, and not withstanding the fact that they are not specifically named as parties herein, shall be deemed and construed to have consented to, and to be fully bound, by, the terms and provisions hereof. The consideration to such additional parties for the execute hereof are the considerations set forth on page 1 of this agreement, namely the granting of the first mortgage loan above referred to.

In witness whereof, the owner has executed this agreement in manner and form proper and sufficient in law to bind them on the day and year first above written.

(him or her)

Signed, sealed and delivered

in the presence of:

Ruth Lanford

Patrick C. Fant.

State of South Carolina,

County of Greenville.

Personally appeared before me Ruth Lanford who, being duly sworn, says that she saw C. O. Milford and his wife, Clara T. Milford, sign, seal and as their act and deed execute the foregoing written agreement and that she with Patrick C. Fant witnessed the execution thereof.

Sworn to before me this 20th day of May, 1937

Patrick C. Fant. (L.S.)

Notary Public for South Carolina.

Ruth Lanford.

C. O Milford

Clara T. Milford

(SEAL)

(SEAL)

Recorded this the 20th day of May, 1937 at 10:50 A. M. #6704