

independently of or concurrently with any of said remedies. This assignment and lien shall apply to all rents, issues and profits hereafter accruing from present leases and renewals thereof of the mortgaged property and from all leases or renewals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all provisions and conditions hereof. The mortgagors have on even date herewith executed their Conditional Assignments of Lease to the Mortgagee covering the Lease executed by D. C., Inc., to Pure Oil Company, a Division of Union Oil Company of California, recorded in Deed Book 785 at page 531 in the RMC Office for Greenville County, and the Lease executed by Jimmy O'Quinn, Herbert J. Wright, and W. Glenn Hawkins to Harold Butler Enterprises, No. 592, Inc., dated March 9, 1972, to be recorded herewith in said RMC Office; and said Conditional Assignments of Lease are to be recorded in the RMC Office for Greenville County.

11. That in addition to any of the other provisions and remedies hereof or as provided by law, the Mortgagee may immediately, after any default under the terms and conditions hereof, apply for the appointment of a receiver to collect the rents, income and profits from said premises, including the authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for any more than the rents and profits actually received; and the Mortgagee shall be entitled to the appointment of a receiver as a matter of right, without consideration to the value of the mortgaged premises as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts. This right is cumulative and is not a waiver by the Mortgagee of any of its other rights hereunder.

12. That (in addition to any of the other provisions and remedies hereof or as provided by law, and without in any manner modifying or diminishing the rights of the Mortgagee hereunder or thereunder) 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 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, with authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs, and expenses without liability to account for any more than the rents and profits actually received.

13. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the other; and that the invalidity of one or more of the clauses