(2) That said mortgagor shall keep all buildings and improvements now or hereafter on said premises in the best of condition and shall not remove, demolish or alter any such building or cut any timber without written consent of said mortgagee and shall not commit or permit waste or injury impairing the value of the premises as security for said debt; and in case of impairment, of which said mortgagee shall judge, said mortgagor hereby agrees to make, immediately upon demand, such repairs as said mortgagee may consider necessary to protect his interests; and upon default, said mortgagee may enter upon said premises and make the same.

(3) That said mortgagor will keep unceasingly insured, to the satisfaction of said mortgagee all buildings now or hereafter on said premises against damage by fire.....in such sum as may be required and in such companies as may be approved by said mortgagee, to whom the policies of insurance shall be delivered and to whom the proceeds of such insurance shall be payable as his interest may appear, the policies to contain such clauses as the mortgagee may desire; such proceeds, at the option of said mortgagee, to be applied to the payment of said debt, whether due or not, or, under the direction of said mortgagee, to the reconstruction or repairs of said buildings; and in the event of other insurance and contribution among the insurers, said mortgagee shall receive from the aggregate insurance proceeds all amounts secured hereunder; and said mortgagor agrees to pay, promptly when due, all insurance premiums and to deliver to said mortgagee renewals at least three days before policies expire; also to pay when due all taxes, assessments and charges, whether municipal, county, state or federal, which now are or may be levied or assessed by law upon said mortgaged premises, or any part thereof, or upon the interest of said mortgagee therein, or upon this mortgage, or the debt or notes secured hereby, or upon the interest paid and payable thereon, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon said mortgagee; also to discharge any other lien or encumbrance upon the premises, superior to the lien hereof that may now exist or may hereafter attach thereto, and exhibit to said mortgagee receipts of the proper persons when required; and on default said mortgagee may pay such insurance premiums, cause tax searches to be made and pay such taxes and other charges, with accrued costs and penalties, and all expenses attending same, including reasonable charges for services or counsel fees of any person employed to pay or discharge same, to adjust amount thereof, or advise in respect thereto; and said mortgagor covenants to repay forthwith to said mortgagee all amounts paid by him for repairs, insurance premiums, taxes, encumbrances, counsel fees and for all other purposes authorized by this mortgage, and for all such sums, with interest thereon at the highest legal rate, said mortgagee, shall have a lien on said premises secured and collectible hereunder, and said mortgagee shall be subrogated to all rights of those to whom such payments shall have been made.

(4) That if said mortgagor shall make all payments herein stipulated, this mortgage shall be void, and that said mortgagor shall hold said premises until default in payment or breach of some covenant hereof; but that if, before all amounts secured hereby shall be paid in full, with interest, costs and attorneys' fees, any law shall be passed or any decision rendered by a court of competent jurisdiction imposing or authorizing the imposition of any specific tax upon mortgages, or upon notes secured by mortgages, or upon principal or interest secured by notes or mortgages, or by virtue whereof the owner for the time being of said land shall be authorized to pay any such tax upon said notes and this mortgage, or either of them, or upon the principal or interest thereby secured, and deduct the amount of such tax from any moneys hereby secured, or by virtue of which any tax or assessment upon said premises shall be chargeable against the owner of said notes and mortgage, or holding that the above undertaking by said mortgagor to pay any tax is illegal or inoperative, or if said mortgagor does not hold said premises by title in fee simple, or has not good right to encumber the same, or if said premises are not free of all other liens and encumbrances whatsoever, or if any suit has been begun affecting said land, or if said mortgagor shall fail to pay any part of principal or interest when due, or to pay any taxes or assessments at least 15 days before a penalty accrues thereon, or to pay forthwith the costs of repairs or improvements, insurance premiums, judgments or liens upon said premises, or in case of the actual or threatened demolition or removal of any building from said land, or if any injury or waste impair the value of said security, or if it is stipulated herein that the proceeds hereof shall be used for any specific purpose and the same are not so used, or if any covenant of this mortgage be broken, then, and in any such event, the whole principal debt hereby secured remaining unpaid at that time, with all accrued interest and all other amounts stipulated herein, shall, at the option of said mortgagee, become immediately due and collectible, without notice, notwithstanding anything contained herein or in said notes or in any law hereafter enacted, and this mortgage may be at once foreclosed; and no failure of said mortgagee to exercise such option shall be deemed a waiver of his right to do so subsequently, nor shall the payment by said mortgagee of taxes, insurance premiums or any other amount herein authorized, or his failure to pay the same, be deemed a waiver of his right to declare said debt due at any time thereafter.

(5) That all rents and profits of said premises accruing after any payment herein agreed upon shall be past due and unpaid are hereby assigned by said mortgagor to said mortgagee, who may, without regard to the value of said premises or the adequacy of any security for said debt, enter, by himself or agents, upon said premises and take possession and control thereof, lease the same and collect such rents and profits and apply the net proceeds thereof (after deducting payments for maintenance and improvements of premises, collection of rents and all other proper credits) upon said debt, interest, costs or expenses, without liability to account for any sums not actually received or for laches or neglect in collecting such rents or profits; and for this purpose the mortgagor hereby agrees that any Judge of the Circuit Court of said State may, in any County in said State, at chambers or otherwise, appoint a receiver with full authority in this regard.

(6) That if any part of the principal, interest or other sum herein stipulated be at any time past due and unpaid, or if said notes be placed in the hands of an attorney for collection or for the protection of the mortgagee's interests, or if said debt or any part thereof be collected by an attorney or by legal proceedings of any kind, said mortgagee shall also recover of said mortgagor a reasonable fee, not less than.....ten per cent of indebtedness thereon.....(which said mortgagor hereby agrees is a reasonable fee), for the mortgagee's attorney for his services, and that for such fee, with interest thereon at the highest legal rate, and all costs and expenses incurred by the mortgagee, he shall have a lien on said premises secured and collectible hereunder.

(7) That all provisions hereof shall extend to and bind all mortgagors and mortgagees, whether one or more of each, and whether men, women, corporations, fiduciaries or others, to the same extent as though the words "her," "its," "their" or other suitable words were formally inserted at the proper places herein; also the heirs, executors, administrators, successors and assigns of said parties, respectively, and that any notice or demand in any case arising hereunder may be sufficiently made by depositing the same in any postoffice, station or letterbox, enclosed in a postpaid envelope, addressed to said mortgagor at the last address furnished by him to said mortgagee.

(8) That all insurance policies issued under the third covenant hereof shall be signed by such agents and on behalf of such companies as may be selected by said mortgagee, and shall run for three-year terms if possible.

Witness.....my.....hand.....and seal.....the.....first.....day of .....May....., in the year of our Lord one thousand, nine hundred and.....twenty-two..... and in the one hundred and forty-sixth.....year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Mary R. Nesbitt,

Alex Macbeth,

James Birnie (L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,
County of Greenville.

Personally appeared before me Mary R. Nesbitt and made oath that she saw the within named James Birnie sign, seal and as his act and deed deliver the within written deed; and that she with Alex Macbeth witnessed the execution thereof.

Sworn to and subscribed before me, this 5th, day of May A. D. 1922
Alex Macbeth (L. S.)
Notary Public for South Carolina.

Mary R. Nesbitt

STATE OF SOUTH CAROLINA,
County of Greenville

I, Alex Macbeth a notary public in and for the State of South Carolina, do hereby certify unto all whom it may concern that Mrs. Nan Earle Birnie the wife of the within named James Birnie did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Title Guarantee and Trust Company, a corporation and its successors and ~~his~~ heirs, successors and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 5th, day of May A. D. 1922
Alex Macbeth (L. S.)
Notary Public for South Carolina.

Nan Earle Birnie

Recorded May 5th, 1922.