TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto second party, his successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, and assigns, to warrant and forever defend all and singular the said premises unto the second party, his successors and assigns, from and against first party, his heirs, executors, administrators, and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these presents that if first party shall well and truly pay, or cause to be paid, unto second party, his successors or assigns the said debt or sum of money, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note and this mortgage and any other instrument securing said note, and comply with all the provisions of Part 3 of the aforesaid Act of Congress and all amendments thereto, and with the rules and regulations issued and that may be issued by second party or his successors, acting pursuant to the aforesaid Act of Congress, or any amendments thereto, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, it is covenanted and agreed by first party to and with second party as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except the following:

None

2. First party will insure and keep insured as may be required by second party from time to time all groves and orchards now on said property or that may hereafter be thereon against loss or damage by fire, windstorm, hail, frost, and/or freeze, and all buildings now on said property, and all buildings which may hereafter be erected thereon, against loss or damage by fire or windstorm, in such form, such amounts, and in such company or companies, as shall be satisfactory to second party, the loss if any, to be payable to second party as his interest may appear at the time of the loss. First party will deliver to second party the policy or policies of insurance with mortgagee clause attached thereto satisfactory to second party, and will promptly pay when due all premiums for such insurance. If any grove or orchard shall be destroyed or damaged by fire, windstorm, hail, frost, and/or freeze, the amount received in sttlement of the loss may be applied at the option of second party on such part of the indebtedness secured by this instrument as second party may in his sole discretion determine. If any building on said property so insured shall be destroyed or damaged by fire or windstorm, the amount received in settlement of the loss may be applied at the option of second party either on such part of the indebtedness secured by this instrument as second party may in his sole discretion determine or to the reconstruction or repair of the buildings so destroyed or damaged.

3. First party will pay all taxes, assessments, and other governmental charges, and all judgments, that may be levied or assessed upon or against the property herein described, or that may be or become a lien thereon, and all amounts (both principal and interest) constituting, or secured by, a lien or mortgage upon the property herein described prior to this mortgage, when due and payable, and before they become delinquent, and will, on demand, furnish receipts to second party showing payment of the same.

4. All fixtures and improvements of every kind whatsoever now on said property or hereafter placed thereon are, and shall immediately be and become, subject to all the terms, conditions, and covenants contained in said note and this mortgage, and shall also be subject to the provisions of the foresaid Act of Congress and all amendments thereto, as well as the rules and regulations issued and that may be issued by the Land Bank Commissioner or his successors, acting pursuant thereto.

5. First party will keep all buildings, fences, fixtures, and other improvements, of every kind and nature, now on said property, or hereafter erected or placed thereon, in good order and condition, will not permit any houses on said property to become vacant or unoccupied, will rebuild, repair, and restore any uninsured buildings, fences, fixtures, or other improvements that may be destroyed or damaged by fire or windstorm or otherwise, will maintain and work the above described premises in a good and husbandlike manner, will not commit or permit waste on said property, or the destruction or removal from said property of any buildings, fences, fixtures, or improvements of any kind whatsoever, and will not cut, use, or remove, or permit the cutting, use, or removal of any wood, trees, or timber on said property, for sawmill, turpentine, or other uses or purposes, except for firewood for use on said premises and other ordinary farm purposes, without the written consent of second party or his agent duly authorized in writing, and will not cause or permit any injury or change of any kind to or in any part of the premises, or any buildings, fences, fixtures, or improvements thereon.

6. First party will expend the whole of the loan secured hereby for the purposes set forth in the application therefor. It is represented and declared as a condition hereof by first party that, when the loan secured hereby is closed, there will be no outstanding and unsatisfied lien or encumbrance of any nature against the property herein described, except as described in covenant one above or with the written consent of second party or his agent duly authorized in writing.

7. If first party shall fail to procure and maintain insurance on said property as herein agreed, or after procuring the same, shall fail to pay the premium therefor, or if first party shall fail to pay any taxes, liens, assessments, or judgments, or amounts (both principal and interest) constituting, or secured by, a lien or mortgage prior to this mortgage, as and when the same shall become due and payable, as herein agreed, or if first party shall fail to keep the buildings and improvements now on said land or hereafter placed thereon, in good order and condition, then in any such event, second party may procure such insurance and pay the premium thereon, and may pay any unpaid premium for insurance procured by first party, and may pay any taxes, liens, assessments, judgments, or amount which should, under the terms of this instrument, be paid by first party, and may make or cause to be made any repairs necessary to place or keep buildings and improvements on said land in good order and condition, and any sums so paid or advanced by second party for insurance premiums, taxes, liens, assessments, judgments, other encumbrances, or repairs shall be added to the principal debt hereby secured, and shall become part thereof, and the repayment thereof, with simple interest from the date of payment by second party, at the rate of five (5%) per centum per annum, shall be secured by this instrument in the same manner and to the same extent as the original debt hereby secured; and second party shall be subrogated to all rights of the person or persons to whom such payments may be made.

8. First party represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby that he does hereby waive and renounce for himself, his heirs, administrators, and executors all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any other reason.

9. If first party shall fail to pay any installment of principal or interest, at or before the date when the same shall become due and payable, or shall fail to procure and maintain insurance on the groves, orchards or buildings on said land, in accordance with the terms of this instrument, or to pay the premium on any insurance procured by first party when and as the same is due and payable, or shall fail to pay any taxes, liens, assessments, judgments or amounts (both principal and interest) constituting, or secured by, a lien or mortgage prior to this mortgage, which may be or become a lien against the property, before or when the same shall become due and payable, or if the buildings, fences, and other improvements on said land are not kept in good order and condition, or if injury or waste is committed or permitted to or on the said property or the buildings, fences, fixtures, or improvements thereon, or if any fixtures or improvements are removed from or changed on said property, or if any trees or timber are cut for any purpose or worked for turpentine without the consent of second party, all in accordance with the covenants herein contained, or if first party shall fail to keep or perform, or shall violate, any other term, condition, or covenant of this instrument, or of any other instrument securing said note, or any provision of Part 3 of the aforesaid Act of Congress or any amendment thereto, or any of the rules and regulations issued or that may be issued by second party or his successors, acting pursuant to the aforesaid Act of Congress, or any amendment thereto, any such act, omission, condition, violation, or event shall constitute a default on the part of first party, and second party shall have the right immediately, at his option, to exercise any right, power, and privilege, and to pursue any remedy or remedies herein provided for in case of default, and any others authorized by law.

10. In the event of any default by first party under the terms of this instrument, the entire debt secured by this instrument, including principal remaining unpaid and interest thereon, and all sums paid or advanced by second party for taxes, liens, assessments, judgments, or amounts (both principal and interest) constituting, or secured by, a lien or mortgage prior to this mortgage, or for insurance premiums or repairs, or otherwise, shall at the option of second party at once become due and payable without notice, and second party shall have the right to proceed forthwith to foreclose this mortgage. The purchaser at the foreclosure sale shall not be responsible for the proper disbursment of the purchase money. Any waiver by second party of any condition, stipulation, or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of any similar or other act or acts, or omission or omissions, at any subsequent time. Where, by the terms and conditions of the said note or of this instrument or of any other instrument securing said note, a day or time is fixed for the payment of any money or the performance of any obligation or agreement, the time stated enters into the consideration and is of the essence of the entire contract.

11. As further security for the payment of the note herein described and for the performance of all the terms, conditions, and covenants of said note and of this mortgage, first party hereby transfers, assigns, and sets over to second party, his successors and assigns all of the crops sown or growing upon the said mortgaged premises at the time of any default hereunder and thereafter, and all of the rents, issues, and profits of the said mortgaged premises unpaid and uncollected at the time of any such default, and therafter and upon filing suit for foreclosure, or at any time thereafter, second party shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, and the crops sown or growing thereon, together with the said rents, issues, and profits arising therefrom and hereby assigned, and hold the same subject to the order and direction of the court.

12. In the event said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party may also recover of first party, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for the attorney of second party for professional services rendered in such action, not to exceed ten per centum of the amount of principal, interest, and all advances made or liens paid by second party under the terms hereof then unpaid, such fee to be incorporated in the judgment of foreclosure in such action.

13. First party shall hold and enjoy the said premises until default in payment of any of the installments as provided in said note or a breach of any of the covenants or conditions of this mortgage shall be made; however, any agent or representative of second party may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by second party.

14. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently. All obligations of first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party; and all rights, powers, privileges, and remedies herein conferred upon and given to second party shall extend to and may be exercised and enjoyed by the successors and assigns of second party and by any agent, attorney, or representative of second party, his successors or assigns. Wherever the context so admits or requires, the singular number where used throughout this instrument shall include the plural, and plural shall include the singular, and the masculine shall include the feminine. In case of error or omission in this mortgage or the note which it secures, a mortgage and note to correct the same, dated as of this date, will be promptly executed by first party.

WITNESS my hand and seal, this the Sixth day of November in the year of our Lord nineteen hundred and thirty-four and in the one hundred and fifty-ninth year of the Sovereignty and independence of the United States of America.

Myrtle W. Southern (Seal)

(Seal)

(Seal)

Signed, Sealed and Delivered in the Presence of:

J. E. Mardre, Jr.

Sara Dendy

STATE OF SOUTH CAROLINA,
County of Greenville

Personally appeared before me J. E. Mardre, Jr. and made oath that he saw the within named Myrtle W. Southern sign, seal, and as her act and deed deliver the within mortgage; and that he, with Sara Dendy witnessed the execution thereof.

Sworn to and subscribed before me this the 15th day of November 1934.

L. H. Goldsmith (L. S.)
Notary Public for South Carolina.

J. E. Mardre Jr.

STATE OF SOUTH CAROLINA,
County of Greenville

RENUNCIATION OF DOWER

I, _____, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, 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 Land Bank Commissioner, his successors and assigns, all her interest and estate, and also 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 _____ day of _____, 19____.

_____ (L. S.)
Notary Public for South Carolina.

Recorded Nov. 19th 1934 at 9:55 o'clock A. M.