

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 said second party, its successors and assigns, forever. And said first parties hereby bind themselves and their heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto said second party, its successors and assigns, from and against said first parties and their 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 said first parties shall well and truly pay, or cause to be paid, unto said second party, its successors or assigns, the said debt or sum of money with interest thereon as aforesaid, and shall perform all conditions and covenants according to the true intent and meaning of said note and this mortgage, 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 parties to and with second party as follows:

1. First parties will insure, and keep insured, any buildings on said property, or which may hereafter be erected thereon, as may be required by second party, from time to time against loss or damage by fire or windstorm, in an amount, and in such company, as shall be satisfactory to the second party, the loss, if any, to be payable to second party, as its interest may appear at the time of the loss, and will deliver the policy of insurance to the second party, and will promptly pay when due all premiums for such insurance. If any building on said premises so insured shall be destroyed or damaged by fire or windstorm, the amount collected for insurance shall be applied, at the election of second party, either on such part of the indebtedness as second party may, in its sole discretion, determine, or to the reconstruction of the building so destroyed or damaged.
2. First parties will pay all taxes, assessments and other governmental charges, and all judgments, that may be levied or assessed upon or against the property herein mortgaged, or that may be or become a lien thereon, when due and payable according to law, and before they become delinquent, and will, on demand, furnish receipts showing payment of the same.
3. First parties 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, and will promptly rebuild, repair and restore any uninsured buildings, fences, fixtures or other improvements that may be destroyed or damaged by fire, windstorm or otherwise, and 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 timber or trees on said property, for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes, without the consent in writing of second party 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. All fixtures and improvements of every kind whatsoever now on said property are subject to all the terms of this instrument, and all fixtures and improvements hereafter placed thereon shall immediately be and become subject to all the terms hereof.
4. If first parties shall fail to procure and maintain insurance on the buildings on said property as herein agreed, or if, after procuring the same, they shall fail to pay the premiums therefor, or if they shall fail to pay any taxes, liens, assessments or judgments, as and when the same shall become due and payable, as herein agreed, or if they 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 premiums thereon, and may pay any unpaid premiums for insurance procured by first parties, and may pay any taxes, liens, assessments or judgments which should under the terms of this instrument, be paid by first parties, and make or cause to be made any repairs necessary to place or keep the buildings and improvements on said land in good order and condition, and any amounts so paid or advanced by second party for insurance premiums, taxes, liens, assessments, judgments 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 seven (7%) 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 the rights of the person or persons to whom such payments may be made.
5. If first parties 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 buildings on said land, in accordance with the terms of this instrument, or to pay the premium on any insurance procured by them when and as the same is due and payable, or shall fail to pay any taxes, liens, assessments or judgments, which may be or become liens 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 parties shall fail to keep or perform, or shall violate, any other terms, conditions, provisions or covenants of this instrument, any such act, omission, condition, violation or event shall constitute a default on the part of first parties, and second party shall have the right immediately, at its option to exercise any rights, powers and privileges, and to pursue any remedy or remedies, herein provided for in case of default, and any others authorized by law.
6. In the event of any default by first parties 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, insurance premiums, 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, and any waiver by second party of any condition, stipulation or covenant of this instrument, or of any violation thereof, shall not be construed as a waiver of any similar or other act, or acts, or omission, at any subsequent time. Where, by the terms and conditions of this instrument or of the note secured hereby, a day or time is fixed for the payment of any money or for the performance of any obligation or agreement, the time stated enters into the consideration and is of the essence of the entire contract.
7. 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 parties hereby transfer, assign and set over to second party, its 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 thereafter and upon filing suit for foreclosure, or at any time thereafter, second party, its successors and assigns, 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.
8. IN THE EVENT, That said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party, in addition to the said debt or so much thereof as shall be unpaid, may also recover of first parties, a reasonable sum for the attorney of the second party for professional services rendered in such action, not to exceed ten per cent 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.
9. First parties 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 and 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 any other purpose desired by second party.
10. This mortgage is given to secure the purchase money or a part thereof, of the lands herein described, and is executed and delivered contemporaneously with the deed therefor.
11. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law. All obligations of first parties herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of first parties; 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, officer, attorney, or representative of second party, its successors or assigns. Wherever the context so admits or requires, the singular number where used throughout this instrument shall also include the plural, and plural shall include the singular. In the event of any error or omission in this mortgage or the note which it secures, first parties shall promptly, on request of second party, execute a new note and mortgage to correct such error or omission, which new note or mortgage shall bear the date of this instrument.

WITNESS _____ Hand _____ and Seal _____, this the First day of November in the year of our Lord nineteen hundred and Forty and in the one hundred and Sixty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of: _____ (Seal)
Louise D. Drake _____ (Seal)
Marrin Brynes _____ (Seal)

STATE OF SOUTH CAROLINA, }
 County of Greenville }

Personally appeared before me Louise D. Drake and made oath that he saw the within named J. N. Phillips sign, seal and as his act and deed deliver the within mortgage; and that he, with Marrin Brynes witnessed the execution thereof.

Sworn to and subscribed before me this the 12 day of Nov., 1940.
M. J. Brynes (L. S.) Louise D. Drake
 Notary Public for South Carolina.

Recorded Nov. 13th 1940, at 8:45 o'clock A. M.