

convey same; there are no encumbrances or liens whatsoever on said property except the following:

Mortgage of even date from M. E. Haywood to the Federal Land Bank of Columbia to secure \$2800.

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 settlement 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 aforesaid 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, 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 the 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 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