

PROVIDED, ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor or A.W. Boggs, either or both of them, shall well and truly pay or cause to be paid unto the said mortgagee or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said note; and do and perform the covenants and agreements herein contained, then this deed of bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is covenanted and agreed, by and between the parties that the said mortgagor, his heirs, executors and administrators, shall and will insure the house and all buildings on the said premises in such insurance company as may be approved by the said mortgagee, in a sum of not less than Two Thousand (\$2000.00) Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to the said mortgagee and in case that he fail to do so, the said mortgagee, its successors or assigns may cause the same to be done and reimburse itself for the premiums and expenses with interest thereon at the rate of six (6%) per cent. per annum and that the same shall stand secured by this mortgage.

2. It is also covenanted and agreed that the said mortgagor shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fail so to do the said mortgagee may cause the same to be paid and reimburse itself therefore with interest at the rate of six (6%) per cent per annum and the amount stand secured by this mortgage.

3. It is also covenanted and agreed, that the said mortgagor, his agents and tenants, shall keep the said premises in as good order and condition as they now are, and not commit waste to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said mortgagee or the holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. And it is also covenanted and agreed that in case of default in payment under any of the conditions of the said note or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other covenants and agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said mortgagee or to the holder hereof.

5. It is also covenanted and agreed that in case any action or proceeding of any kind to foreclosure this mortgage is commenced or instituted by said mortgagee, its successors and assigns, a receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the mortgaged premises and operate same or collect the rents and profits therefrom, to which end the rents and profits from the mortgaged premises above described are hereby specifically pledged to said mortgagee as part of its security. The proceeds thereof after payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.

6. It is also covenanted and agreed that in case the said debt or any part thereof is established by any action for foreclosure or of debt on the said note; that the said mortgagee in addition to the said debt shall also recover of the said mortgagor all attorneys' fees incurred, not to exceed ten (10%) per cent of the amount of the debt and interest, or in case that the said note and mortgage shall be placed with an attorney for collection all attorneys' fees shall be due and collectible as part of this debt and stand secured by this mortgage.

7. It is also covenanted and agreed, that the said mortgagor shall hold and enjoy the possession of the said premises until default of payment as herein provided or a breach of some of the covenants and agreements herein shall be made.

WITNESS my hand and seal this the 14th day of August, A. D., 1937.

Signed, sealed and delivered in the presence of:

A. H. Cox

W. H. Rice

R. E. Scott

THE STATE OF SOUTH CAROLINA, :  
COUNTY OF ANDERSON :

PROBATE

Personally appeared before me A. H. Cox and made oath that he was present and saw the within named W. H. Rice sign seal and as his act and deed, deliver the within written mortgage of real estate, and that he with R. E. Scott witnessed the execution thereof.

SWORN to before me this the 14th  
day of August, A. D., 1937.

R. E. Scott (L.S.)

A. H. Cox

Notary Public for South Carolina.