

MORTGAGE OF REAL ESTATE

37276 PROVENCE-JARRARD CO.-GREENVILLE

Mortgagee, its successors and assigns forever.

And said Mortgagors do hereby bind themselves and their successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns against themselves and their successors and assigns, and against every person, 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 the said Mortgagors do, and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the said debts and sums of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of this instrument and of the said note and the conditions therein written; then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is agreed by and between the parties hereto, that the said Mortgagor, their successors and assigns, shall keep the building erected, or to be erected on said premises, insured against loss and damage by fire, with loss payable to said Mortgagee for \$3,000.00 in such company or companies as shall be approved by the said Mortgagee, its successors and assigns, and shall deliver the policy or policies to the said Mortgagee, and the said Mortgagors agree to deliver renewals of said insurance policies to the said Mortgagee one week in advance of the expiration date of any such policy or policies held by the Mortgagee with evidence that the premiums thereon have been paid, with loss payable to the Mortgagee, its successors or assigns, in form acceptable to the Mortgagee, until the indebtedness hereby secured is fully paid; and to pay all taxes or charges and any public rates or assessments on the above described property, and every part thereof, promptly when due and before they become delinquent, and upon the failure of the Mortgagors to insure and keep insured the said buildings, or to pay the said taxes, the Mortgagee shall have the right to insure the said buildings, and to pay the premiums therefor, and also to pay taxes and assessments that are due, or may become due on said premises, and any sum so paid for insurance premiums, or for taxes and assessments on the mortgaged premises shall stand secured by this mortgage and shall bear interest from the date of payment until paid at the rate of six per cent, per annum.

And it is covenanted that no timber shall be cut from said premises except for necessary and ordinary purposes or requirements of the farm.

And it is covenanted that if the said mortgagors do not hold said premises by title in fee simple, or have not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and incumbrances whatsoever; or if any suits have been begun affecting the same or if any tax or assessment be made or levied upon the debt secured hereby or upon the Mortgagee or its successors or assigns for or on account of this loan, either by the State or County, or for any local purpose, the Mortgagee or its successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable and the Mortgagors or the person or persons claiming or holding under the Mortgagors shall at once pay the entire indebtedness secured hereby.

And it is further covenanted and agreed that in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection, or be collected by legal proceedings, or if it becomes necessary to establish it, or set it up in any legal proceedings, the further sum of ten per centum on the amount then due shall be paid by the Mortgagors or the person or persons claiming through or under the Mortgagors, for Attorney's fees, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And, it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby or any part thereof or any part of the interest thereon, or on failure of the Mortgagors to keep and perform any of the covenants and conditions hereof, that then the Mortgagee or its successors or assigns may enter and possess said premises and shall have, on demand, collect, receive and receipt for the rents, income and profits of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said premises, and until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the Mortgagee and its assigns, to be applied to said indebtedness after first deducting the expense of the collection thereof, all of which shall be without any liability whatsoever on the part of the Mortgagee or its successors or assigns, for laches, or neglect in collecting the said rents, income and profits.

And, it is also covenanted that upon default in the payment of the note secured hereby, or upon default in the payment of interest; or upon default in the payment of any of the sums of money secured hereby, or any part thereof; or on failure of the Mortgagors to keep and perform any of the covenants or conditions hereof, that then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the lawful owner and holder of said note and of this security, be and become, due and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding; such option to be exercised without notice.