

MORTGAGE OF REAL ESTATE

38578 PROVENCE-JARRARD CO.-GREENVILLE

in default thereof the Mortgagee may pay the same; and that he will promptly deliver the official receipts therefor to the Mortgagee, If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate of five per centum (5%) per annum from the date of such advance and shall be secured by this mortgage.

5. That he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if he fails to pay any insurance premium, as provided for above, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate of five per centum (5%) per annum from the date when advanced and shall be secured by this mortgage, If the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefits of any appraisement laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand and seal this 2nd day of June, 1938.

Signed, sealed, and delivered in presence of:

Patrick C. Fant
Flora K. Hayes

Cora Mae Barton (SEAL)

STATE OF SOUTH CAROLINA) ss
COUNTY OF GREENVILLE)

Personally appeared before me Flora K. Hayes, and made oath that she saw the within-named Cora Mae Barton sign, seal, and as her act and deed deliver the within deed, and that deponent with Patrick C. Fant witnessed the execution thereof.

Sworn to and subscribed before me
this 2nd day of June, 1938.

Patrick C. Fant
Notary Public for South Carolina

Flora K. Hayes

MORTGAGOR-WOAMN.

Recorded June 2nd, 1938 at 10:50 A.M. #6895 N.S.