

rent the same for the account of Mortgagor and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by Mortgagee and production of this mortgage, without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenues therefrom during said default and the period of redemption. All rents, profits and other revenues collected as herein provided by either the Mortgagee or the Receiver shall be applied, after deduction for all costs of collection and administration, upon the mortgage debt in such manner as the Mortgagee or the court may direct; Provided, however, that if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

19. All rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee may be exercised on behalf of the Mortgagee by the Secretary of Agriculture, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representatives.

20. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, or (2) to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, and any other necessary costs and expenditures for the preservation and protection of this lien, or (3) to pursue any remedy for it by law provided; PROVIDED, HOWEVER, that each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. All monies advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorney's fees, court costs and other expenses incurred in enforcing the provisions thereof, with interest at three per cent (3%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand, in lawful money of the United States, at Montgomery, Alabama or at such other place as Mortgagee may designate.

21. Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws existing at the time of the commencement thereof, and said property may be sold on terms and conditions satisfactory to Mortgagee.

22. Should this said property be sold under foreclosure: (1) Mortgagee or his agent may bid at such sale and purchase said property as a stranger: (2) Mortgagor will pay a reasonable attorney's fee to Mortgagee for the foreclosure thereof, together with any other costs, fees, and expenses incurred in connection therewith: (3) Mortgagor does hereby expressly waive and release all rights and equity of redemption, all present and future valuation or appraisement laws and, against the indebtedness hereby secured, Mortgagor waives all exemptions which he has or to which he may be entitled under the Constitution and laws of the State of South Carolina.

23. That the land and said property described herein shall be the subject of and covered by this mortgage even though the Mortgagor shall have acquired title to same after the execution of this mortgage.

Given under our hands and seals, this the 3rd. day of October, 1938.

Signed, sealed and delivered

in the presence of:

L. M. Verdin

Witness

Marion Brawley, Jr.

Witness

his
Broadus x Durant (Seal)
mark
Husband

Nancy Thermond Durant (Seal)
Wife

THE STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) SS

Before me, Marion Brawley, Jr. Notary Public of South Carolina, personally appeared L. M. Verdin, and made oath that he saw the within named Broadus Durant sign, seal and, as his act and deed, deliver the within written mortgage for the uses and purposes herein mentioned, and that he with Marion Brawley, Jr. witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 3rd. day of October, 1938
Marion Brawley, Jr- Notary Public of South Carolina

L. M. Verdin
Witness