

MORTGAGE OF REAL ESTATE

claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Surety Mortgage Company, its successors and Assigns. And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Surety Mortgage Corporation its successors and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure and keep insured the buildings and houses on said lot in a sum not less than Five Thousand Five Hundred & No/100 Dollars in a company or companies satisfactory to the mortgagee from loss or damage by fire and the sum of Three Thousand Dollars from loss or damage by tornado, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor shall at any time fail to do so, the mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND Should the Mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor its successors heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire and tornado risk, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purposes of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State of local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor agree to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree that any Judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if Lurleane E. Harriss, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and viture.

AND IT IS AGREED by and between the said parties that said mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

Witness my hand and seal this 6th day of April in the year of our Lord one thousand, nine hundred and forty and in the one hundred and sixty-fourth year of the Independence of the United States of America.

Signed, sealed and delivered in
the Presence of:

Albert J. Quigley
W. B. McGowan

Lurleane E. Harriss (L.S.)