

MORTGAGE OF REAL ESTATE

If the said Mortgagor, John Nance, fails to pay off any tax or assessment that is a lien on said property before the same becomes delinquent, or any interest or principal payment due on any incumbrance on said property which is superior to the lien or interest hereby created when the same becomes due or any insurance premium for insurance on said property when due, or to provide the said fire or/and tornado insurance, the same may be paid or provided by the Mortgagee, its Successors or Assigns, and any sum so paid by said Mortgagee or its Successors or Assigns shall be added to and become a part of the principal debt hereof and shall draw interest at the rate of six (6%) per cent per annum from the date of payment and shall become part of the principal secured by this mortgage.

If the said Mortgagor, John Nance, fails to perform any of the obligations assumed by the Mortgagor or under this contract, or fails to pay any installments of principal or interest represented by said note or notes secured hereby, or either of them at maturity, when due, or any future or further advances made by said Mortgagee, its Successors or Assigns, or other indebtedness to said Mortgagee, its Successors or Assigns, represented by other promissory note, notes or otherwise; or shall fail to pay any taxes or assessments lawfully levied against the above described property when respectively due, or any interest or principal payment due on any incumbrance on said property which is superior to the interest or lien created hereby when the same becomes due, then and in any one of such events the entire indebtedness hereby secured, then unpaid, shall at once mature and become due and payable at the option and election of the holder hereof and said holder shall have the right to proceed as if such indebtedness had matured in normal and ordinary course.

Provided, Always, Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if John Nance, the said mortgagor, do and shall well and truly pay, or cause to be paid, unto the said The Buckeye Cotton Oil Company or its Successors or assigns the said debt or sum of money aforesaid, with the interest thereon, if any shall be due according to the true intent and meaning of the said Note or Obligation and Condition thereunder written, and all sums of money provided to be paid by the Mortgagor, its Successors or Assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue. And it is agreed, by and between the said parties, that the Mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

And it is further agreed and Covenanted between the said parties that in case the debt secured by this mortgage or any part thereof is collected by suit or action or this Mortgage is foreclosed or be put into the hands of any Attorney for collection, suit, action or foreclosure, the said Mortgagor, John Nance, shall be chargeable with all costs of collection, including ten per cent of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

It is further agreed that as a further security for the payment of the Note or Obligations, for the performance of all the terms of said note and all the conditions and covenants of this mortgage, that the Mortgagor hereby assign, set over and transfer to the Mortgagee its Successors and Assigns, all of the rents and income of the Premises herein described for each and every year that the same remains unpaid, after default, together with all rights and remedies for enforcing collection of same; and that upon filing suit for foreclosure, or at any time thereafter, the Mortgagee, its Successors or Assigns, shall be entitled to have a receiver appointed to take charge of the Premises herein described, together with all the rents, profits, crops and proceeds arising therefrom during such litigation, and to hold the same subject to the orders and the directions of the Court in which the action is begun.

WITNESS my hand and seal this 21st day of August, in the year of our Lord one thousand nine hundred and forty and on the one hundred and sixty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

Kitty Browne
J. L. Love

John Nance (SEAL)

THE STATE OF SOUTH CAROLINA)
GREENVILLE COUNTY)

Personally appeared before Kitty Browne and made oath that she saw the within named John Nance sign, seal and as his Act and Deed, deliver the within written Deed; and that she, with J. L. Love, witnessed the execution thereof.

Sworn to before me, this
21st, day of August, A. D. 1940.

(SEAL) J. L. Love

Notary Public for South Carolina

Kitty Browne.