

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COXWELL CO., CHARLESTON, S. C. 14566-3-13-40

herself, and her heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And until the mortgage indebtedness shall be fully discharged, the said mortgagor agrees to insure the building on said lot of land in a sum not less than Ten Thousand and No/100 (\$10,000.00) Dollars in a company or companies satisfactory to the Trustee, and keep the same insured from loss or damage by fire and from loss or damage by tornado, and assigns the policy or policies of insurance to the Trustee hereunder; and that in the event said mortgagor shall at any time fail to do so, then the said Trustee may cause the same to be insured in her name and reimburse itself for the premium and expense of such insurance under this mortgage, with interest.

And said mortgagor does further covenant and agree that during the life of this loan she will promptly pay all taxes, charges and assessments that may be imposed by law upon the mortgaged premises, or any part thereof, and should she fail to pay said taxes, charges or assessments promptly, when due, or any part thereof, then the Trustee shall be at liberty to pay the same and reimburse itself under this mortgage for said expense, with interest. And it is hereby declared that any sum paid by said Trustee for insurance premiums, taxes, charges, assessments or any other expenses necessarily incurred by said Trustee for the protection of said noteholders or for the protection and preservation of said property, shall be a lien upon said premises, and any such amounts, with interest at six (6%) per cent per annum, shall be paid in priority to the said notes. Should any suit be instituted wherein it is sought to foreclose this mortgage, said mortgagor agrees in such case to assign all rents and profits from the above described premises as further security for the mortgage indebtedness, and agrees in such case that any Judge of the Circuit Court of said State may at Chambers or otherwise, appoint a Receiver, with full authority to take possession of said premises and to lease or otherwise dispose of the possession thereof, pending said suit; and to collect all rents and profits, and after paying the costs and expenses of such receivership, apply the proceeds to the payment of the costs and expenses of this action, and the remainder prorata on the indebtedness without liability, however, to account for anything more than the rents and profits actually collected.

If the said mortgagor shall fail or neglect to pay said notes or any instalments of principal and/or interest of said notes as it become due thereunder or fail to perform any of the other covenants on her part herein set forth, then and in either event all of the instalments of said indebtedness evidenced by said notes above shall become immediately due and payable and it will be lawful for and the duty of the said Trustee herein named to institute proceedings for the foreclosure of said mortgage and in the event of a sale the holder of said notes and/or the Trustee shall have the right to bid at such sale and become the purchaser thereat. In case it should become necessary or advisable to institute foreclosure proceedings, or to appear in any suit for the purpose of foreclosing this mortgage, the Trustee shall be permitted to employ counsel and to incur such other reasonable expenses as may be necessary for the protection of the interests and enforcement of the rights of the noteholders; the attorneys' fees in such case shall be ten (10%) per cent of the mortgage indebtedness.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor shall keep and perform all the covenants of this mortgage, and does 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 notes, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

PROVIDED, said notes described in this mortgage are paid as hereinabove provided, and upon the fulfillment and performance of all the covenants and agreements of the said notes and of this mortgage, then, upon the request of, and at the cost of said mortgagor, a proper satisfaction of this mortgage shall be executed by The First National Bank of Greenville, as Trustee, and it is agreed by and between the said parties that said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS my hand and seal this 8th day of April, in the year of our Lord one thousand nine hundred and forty-one, and in the one hundred and sixty-fifth year of the Independence of the United States of America.

In the presence of:

Mae B. Patrick

Janie E. Furman L.S.

Lois Evins

STATE OF SOUTH CAROLINA,)

COUNTY OF GREENVILLE.)

PERSONALLY appeared before me Mae B. Patrick and made oath that she saw the within named Janie E. Furman sign, seal and as her act and deed deliver the within written deed, and that she with Lois Evins witnessed the execution thereof.

Sworn to before me this

8th day of April, 1941.

Mae B. Patrick

Lulee Culbertson (LS)
Notary Public for South Carolina.

April 8th, 1941, at 9:55 A.M. #5298 BY:N.S.