

VOL. 393 PAGE 135

This mortgage is junior in rank to the lien of a mortgage heretofore given by Homes, Inc. of Greenville, S. C. to The Prudential Insurance Company of America dated October 27, 1947, in the principal sum of \$6,600.00; and recorded in the R. M. C. Office for Greenville County in Mortgage Vol. 373, at page 52.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said **The Prudential Insurance Company of America**

, its successors and assigns, forever. And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said **The Prudential Insurance Company of America** its successors and assigns from and against ourselves and our

heirs, executors, administrators and assigns and all others whomsoever, lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagors, their heirs, executors or administrators, shall and will forthwith insure the house and buildings now or hereafter erected on said lot and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by the Mortgagee, in stock companies approved by the Mortgagee in a sum satisfactory to the Mortgagee and assign the said policy or policies of insurance to the said Mortgagee, its successors or assigns, and in case he or they shall at any time neglect or fail so to do, then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name and reimburse itself for the premium and expenses of such insurance under this mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said Mortgagors do and shall well and truly pay or cause to be paid unto the said Mortgagee, 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, and all sums of money provided to be paid by the Mortgagors, their heirs, executors, administrators 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 Mortgagors are to hold and enjoy the said premises until default in any payment of principal, or of any interest at the time the same is due, shall be made. Upon any default in the payment of any of the principal of said debt, or of any interest thereon, at the time the same is due; or upon any default in the payment of any and all sums of money provided to be paid by the Mortgagors, their heirs, executors, administrators or assigns, under the covenants of this mortgage; or if the Mortgagors, their heirs, executors, administrators or assigns, shall at any time fail or neglect to insure and keep insured the house and buildings now or hereafter erected on said lot, or shall fail to assign the said policy or policies of insurance to the Mortgagee, its successors or assigns, the whole debt shall, at the option of the Mortgagee, its successors or assigns, become at once due and payable and this mortgage may be foreclosed by said Mortgagee, its successors or assigns.

It is agreed and covenanted by and between the said parties that if the said Mortgagors do not hold said premises by title in fee simple, or have not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun or shall be begun affecting the same, or if any tax or assessment be made or levied upon the interest of the Mortgagee in said premises, or in the event waste is permitted or committed on the within described premises, the Mortgagee, or its successors, shall have the right to declare the entire indebtedness secured hereby at once due and payable and the Mortgagors or the person or persons claiming or holding under the Mortgagors, shall at once pay the entire indebtedness secured hereby.

And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid, the said Mortgagors, their heirs, executors, administrators or assigns, shall and will pay all taxes or assessments of every type or nature on the property hereby mortgaged, and every part thereof, or upon the interest of the Mortgagee therein, promptly as they become due and before they become delinquent, and upon the Mortgagor's failure to so pay the said taxes, charges, public rates or assessments, the Mortgagee shall have the right to pay same (and any sums so paid shall stand secured by this mortgage and bear interest from the date of payment until repaid at the rate of four (4%) - - - - per cent. per annum), and reimburse itself for the same under the mortgage; and the Mortgagee may likewise, in case of such default, declare the entire debt due and payable.

It is further agreed and covenanted that no trees are to be cut on the within described premises, except for domestic purposes, and that no timber is to be removed from the within described premises without the written consent of **The Prudential Insurance Company of America** or its successors or assigns first had or obtained.

And in case of default in the payment of said debt or interest thereon, and likewise in case of default in any of the agreements hereinabove set forth, the Mortgagors hereby assign the rents and profits of the above described premises to the Mortgagee, and agree that any Judge of the Circuit Court of said State may at Chambers, or otherwise, appoint a receiver with authority to take possession of said premises and collect the rents and profits, and after paying costs of collection, apply the proceeds to the payment of said debt, interest, costs and expenses, without liability, however, to account for anything more than the rents and profits actually collected.

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 be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said Mortgagors, their heirs, executors, administrators or assigns, shall be chargeable with all costs of collection, including ten (10) 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.