

judgments, or amount which should, under the terms of this instrument, be paid by first party, and may make or cause to be made any repairs necessary to place or keep the buildings and improvements on said land in good order and condition, and any sums so paid or advanced by second party for insurance premiums, taxes, liens, assessments, judgments, other encumbrances, or repairs shall be added to the principal indebtedness hereby secured, and shall become part thereof, and the repayment thereof, with simple interest from the date of payment by second party, at the highest rate authorized to be charged under the Federal Farm Loan Act, as amended, shall be secured by this instrument in the same manner and to the same extent as the original indebtedness hereby secured; and second party shall be subrogated to all rights of the person or persons to whom such payments may be made.

7. First party represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby that he does hereby waive and renounce for himself, his heirs, administrators, and executors all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any other reason.

8. If first party shall fail to pay any installment of principal or interest, at or before the date when the same shall become due and payable, or shall fail to procure and maintain insurance on the buildings on said land, in accordance with the terms of this instrument, or to pay the premium on any insurance procured by first party when and as the same is due and payable, or shall fail to pay any taxes, liens, assessments or judgments, which may be or become a lien against the property, before or when the same shall become due and payable, or if the buildings, fences, and other improvements on said land are not kept in good order and condition, or if injury or waste is committed or permitted to or on the said property or the buildings, fences, fixtures, or improvements thereon, or if any fixtures or improvements are removed from or changed on said property, or if any trees or timber are cut for any purposes or worked for turpentine without the consent of second party, all in accordance with the covenants herein contained, or if first party shall fail to keep or perform, or shall violate, any other term, condition, or covenant of this instrument, or of any other instrument securing said note, or any provision of the aforesaid Act of Congress or any amendment thereto, or any of the rules and regulations issued or that may be issued by the Farm Credit Administration or the Land Bank Commissioner, any such act, omission, condition, violation, or event shall constitute a default on the part of first party, and second party shall have the right immediately, at its option, to exercise any right, power, and privilege, and to pursue any remedy or remedies herein provided for in case of default, and any others authorized by law.

9. In the event of any default by first party under the terms of this instrument, the entire indebtedness secured by this instrument, including principal remaining unpaid and interest thereon, and all sums paid or advanced by second party for taxes, liens, assessments, or judgments, or for insurance premiums or repairs, or otherwise, shall at the option of second party at once become due and payable without notice, and second party shall have the right to proceed forthwith to foreclose this mortgage, and any waiver by second party of any condition, stipulation, or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of any similar or other act or acts, or omission or omissions, at any subsequent time. Where, by the terms and conditions of the said note or of this instrument or of any other instrument securing said note, a day or time is fixed for the payment of any money or the performance of any obligation or agreement, the time stated enters into the consideration and is of the essence of the entire contract.

10. As further security for the payment of the note herein described and for the performance of all the terms, conditions, and covenants of said note and of this mortgage, first party hereby transfers, assigns, and sets over to second party all of the crops sown or growing upon the said mortgaged premises at the time of any default hereunder and thereafter, and all of the rents, issues, and profits of the said mortgaged premises unpaid and uncollected at the time of any such default, and thereafter, and upon filing suit for foreclosure, or at any time thereafter, second party shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, and the crops sown or growing thereon, together with the said rents, issues, and profits arising therefrom and hereby assigned, and hold the same subject to the order and direction of the court.

11. In the event said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party may also recover of first party, in addition to the said indebtedness or so much thereof as shall be unpaid, a reasonable sum for the attorney of second party for professional services rendered in such action, not to exceed ten per cent. of the amount of principal, interest, and all advances made or liens paid by second party under the terms hereof then unpaid, such fee to be incorporated in the judgment of foreclosure in such action.

12. First party shall hold and enjoy the said premises until default in payment of any of the installments as provided in said note or a breach of any of the covenants or conditions of this mortgage shall be made; however, any agent or representative of second party may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by second party.

13. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently. All obligations of first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party; and all rights, powers, privileges, and remedies herein conferred upon and given to second party shall extend to and may be exercised and enjoyed by the successors and assigns of second party and by any agent, attorney, or representative of second party, its successors or assigns. Wherever the context so admits or requires, the singular number where used throughout this instrument shall also include the plural, and plural shall include the singular, and the masculine shall include the feminine. In case of error or omission in this mortgage or the note which it secures, a mortgage and note to correct the same, dated as of this date, will be promptly executed by first party.

WITNESS our hands and seal s, this the 15 day of May, in the year of our Lord nineteen hundred and fifty and in the one hundred and seventy-fourth year of the Sovereignty and independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

Virginia Kilgore
J. H. [unclear]

Wells B. Kilgore (Seal)
Vida H. Kilgore (Seal)
 _____ (Seal)

1955-10-10

WME