

hereupon or hereunder.

And it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagor to keep and perform all of the covenants and conditions hereof, that then the mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and its successors and assigns, to be applied to said indebtedness after first deducting the expenses of the collection thereof, all of which shall be without any liability whatsoever on the part of the mortgagee or its successors or assigns, for laches or neglect in collecting the said rents, income and profits.

And it is also covenanted and agreed that upon default in the payment of any of the installments of principal or any part of the interest thereon; or upon default in the payment of any of the sums of money secured hereby, or any part thereof; or on failure of the mortgagor to keep and perform any of the covenants or conditions hereon, that then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the lawful owner and holder of said note and of this security be and become due and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding; such option to be exercised without notice.

Should foreclosure proceedings be instituted hereunder on account of any breach or violation of the covenants herein contained, it is covenanted that the mortgagee shall have the right, without notice to the mortgagor, to make application for and to have a receiver appointed to take possession of and manage and control the mortgaged property pending foreclosure proceedings, for the purpose of renting, preserving, or protecting the same, and apply the net income therefrom to the preservation and protection of the mortgaged property and to the payment of the mortgage indebtedness in such manner as the court may direct.

And it is covenanted and agreed that no failure of the mortgagee or its successors or assigns to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of right to exercise such option or declare such forfeiture, either as to any past or present default on the part of the mortgagor, nor shall any default as to the procurement of the insurance or payment of the taxes by the mortgagee as hereinabove provided be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the mortgagor to procure such insurance or pay such taxes.

All appraisements and homestead laws are hereby expressly waived.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand and seal, this 5th day of May in the year of our Lord, one thousand nine 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

Vivian Davis (L. S.)

_____ (L. S.)

Thomas K. Johnstone, Jr.

_____ (L. S.)

_____ (L. S.)

STATE OF SOUTH CAROLINA,

County of GREENVILLE

} MORTGAGE OF REAL ESTATE

Personally appeared before me Thomas K. Johnstone, Jr.

and made oath that he saw the within named Vivian Davis

_____, sign, seal and as her act and deed deliver the within written

deed, and that he with J. Milton Williams

_____ in the presence of each other witnessed the execution thereof.

Sworn to before me, this 5th day of May, A. D. 1950.

Thomas K. Johnstone, Jr.
Notary Public of South Carolina

Thomas K. Johnstone, Jr.

THE STATE OF SOUTH CAROLINA,

} (DOWER UNNECESSARY-MORTGAGOR WOMAN)

Recorded May 26th. 1950 at 4:49 P. M. #13069