

7. He will keep the premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

8. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, then this mortgage shall be null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceedings instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by the Mortgagee, and a reasonable attorney's fee, shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses, including continuation of abstract and a reasonable attorney's fee, shall be secured hereby, shall become due and payable immediately or on demand, and may be recovered and collected hereunder.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness my hand(s) and seal(s) this 5th day of September, 1950.

Signed, sealed, and delivered in presence of:

*Carol W. Thomas*

*Patrick C. Fant*

*Daniel Jackson Touchberry* [SEAL]

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

\_\_\_\_\_ [SEAL]

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

Personally appeared before me and made oath that he saw the within-named sign, seal, and as his with Patrick C. Fant

Carol W. Thomas  
Daniel Jackson Touchberry  
act and deed delivered the within deed, and that deponent, witnessed the execution thereof.

Sworn to and subscribed before me this

5th day of September

*Patrick C. Fant*  
Notary Public for South Carolina

