

5. Undersigned hereby assigns to Lender all sums that may become due to Undersigned because of the destruction of, or damage to, any real or personal property given as security to the aforesaid indebtedness, by any cause whatsoever.
6. Undersigned is the owner of all the real and personal property given as security to the aforesaid indebtedness, free and clear of all claims, liens, encumbrances, judgments, taxes, inspection fees, and charges of any nature whatsoever, except as shown in the application of Undersigned, and except this mortgage and any other instrument executed as security to the aforesaid indebtedness, and Undersigned will promptly pay all such claims, liens, or charges that may become due thereon.
7. Undersigned will use the loan or advances hereby or otherwise secured for the purposes set out in the application therefor, as approved by Lender, will properly keep and maintain in good order and condition all real and personal property given as security to the aforesaid indebtedness, and will not commit nor permit waste thereon, nor the removal thereof.
8. Where, by the terms and conditions of any instrument evidencing or securing the aforesaid indebtedness, a day, or time, is fixed for the payment of any money or the performance of any obligation or agreement, time is of the essence of the contract. No waiver by Lender of any of the terms of any of said instruments or of said application, or of any violation thereof, shall be construed as a waiver of any other act or omission.
9. All obligations of Borrower as set out in said application, as approved by Lender, and of Undersigned in this or any other instrument evidencing or securing the aforesaid indebtedness, shall extend to, and be binding upon the heirs, executors, administrators, successors and assigns of Borrower and of Undersigned; and all rights, powers, privileges, and remedies conferred upon, and given to Lender shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, or by any agent, attorney or representative of Lender, its successors or assigns.
10. That all advances hereunder shall be secured hereby, whether made before or after the assignment of this instrument and whether made by Lender or an assignee hereof. All notes secured hereby and assigned to, and all advances made by, an assignee hereof, shall have priority over other notes secured hereby and advances hereunder.
11. In case of error or omission in the application, or any instrument evidencing or securing said indebtedness, proper instrument(s) to correct the same will be promptly executed by Undersigned as Lender may require.
12. The loan application of borrower, as approved by Lender, shall be deemed a part of this security instrument.
13. Any agent or representative of Lender may enter upon the premises whereon any of the property given as security to the aforesaid indebtedness is located at any time for the purpose of inspecting same or for any purpose desired by Lender.
In the event of the breach of any of the aforesaid covenants and agreements, or upon the filing by or against Undersigned of any petition(s) under the Bankruptcy Act, as amended, Lender shall have the following rights and remedies, all of which shall be cumulative of those provided by law, and may be pursued concurrently:

(a) Lender may apply to any court of competent jurisdiction and have appointed, as a matter of right, without notice to Undersigned, a receiver to take possession of all said property or any part thereof. Said receiver shall have, in addition to all powers conferred upon him by the court and by law, all powers and privileges granted to Lender by the application as approved by Lender, and any instruments executed as evidence of or security to the aforesaid indebtedness. In such application, it shall not be necessary to allege the insolvency of Undersigned.
(b) Lender may do, or cause to be done, any act or thing omitted or failed to be done by Undersigned, and may add the cost of doing such act or thing to the principal debt hereby or otherwise secured, and it shall become a part thereof payable along with and as a part of the next maturing installment and the repayment thereof, with interest thereon from the date of such advances until paid at the rate prevailing at the time of such advance, shall be secured by this instrument and all other instruments executed as security to the aforesaid indebtedness in the same manner and to the same extent as the aforesaid original debt; and Lender shall be subrogated to all of the rights of the persons to whom such payments may be made.
(c) The entire debt hereby or otherwise secured, and interest thereon, shall at once become due and payable without notice; and Lender may immediately take possession of any or all of the property given as security to the said indebtedness; and in such event Undersigned hereby authorizes Lender to enter without suit or process, upon the premises where any or all of the crops, livestock, farming implements and other personal property hereinabove described may be, to take possession thereof, and, after advertising said personal property for five (5) days at the court house door and two (2) other public places in the County in which said personal property or any part thereof is located, Lender may, at the time, or times, place or places, designated in such notice, or notices of sale, put up and sell said personal property, or so much thereof as may be necessary, at one or more public sales. At such sale or sales, Lender may become the purchaser. Out of the proceeds of sale Lender may deduct and pay all charges, taxes, assessments and expenses incurred in connection with said property, as well as for seizure, maintaining and selling said property and may apply any balance to the payment of the aforesaid indebtedness in any order Lender may desire, paying remainder to Undersigned. The agencies and powers hereinabove set forth shall not be revocable by death or otherwise.

EXECUTED, SEALED AND DELIVERED, This the 1st day of April, A. D. 1958

Signed, Sealed and Delivered in the Presence of:
Lawrence L. Hyder (L. S.)
Leila J. Hyder (L. S.)
Juanita Lancaster (Juanita Lancaster) (L. S.)

PROBATE FOR INDIVIDUAL

SOUTH CAROLINA, Spartanburg COUNTY.

PERSONALLY appeared before me Juanita Lancaster, and made oath that he saw the within-named Lawrence L. Myder and Leila J. Myder

sign, seal and, as (his, her, their) act and deed, deliver the within-written instrument.

Sworn to and subscribed before me this the 1st day of April, 1958

(B. M. Anderson) Notary Public for South Carolina.

Juanita Lancaster (Juanita Lancaster)

Recorded April 8th, 1958, at 1:55 P.M. #8185

NUMBER \_\_\_\_\_ COUNTY, SOUTH CAROLINA, \_\_\_\_\_

MORTGAGE OF CROPS, LIVESTOCK AND OTHER PERSONAL PROPERTY

Lawrence L. Myder Leila J. Myder TO Myder

mail:

SOUTH CAROLINA, Greenville COUNTY. I HEREBY CERTIFY, that the within mortgage and the rider(s) thereto attached were filed and/or lodged for record in my office at 1:55 P.M. on the 8th day of April, 1958, and entered on the proper indexes and duly recorded in Chattel Mortgage Book 743, at page 157.

Register of Mesne Conveyances

WAIVER OF LIENS

SOUTH CAROLINA, \_\_\_\_\_ COUNTY.

In consideration of the advances mentioned in the within instrument the undersigned hereby waive(s) and postpone(s) in favor of Lender, its successors and assigns, any and all liens, claims and encumbrances to and upon the crops and other personal property described therein which may now or hereafter exist in favor of undersigned.

EXECUTED, SEALED AND DELIVERED, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed, Sealed and Delivered in the Presence of: (L. S.) (L. S.) (L. S.) (L. S.)

(NOT TO BE RECORDED UNLESS REQUESTED)