

excepted from this conveyance Lots 4, 5, 13, 14, 15, 16, 17, 18, 19, 23, 24, and 25, of a subdivision known as Hart Valley Haven, a plat of which is recorded in the RMC Office for Greenville County, S.C., in Plat Book "EE", page 137; the said lots having been previously conveyed to various grantees by David W. Osteen and Imogene T. Osteen.

THE above described property is a portion of the same property conveyed to David W. Osteen and Imogene T. Osteen by deed of Jane B. Hart, dated June 17, 1954, recorded in the RMC Office for Greenville County, S.C., in Deed Book 503, page 140.

together with all rents and other revenue or income therefrom, and all and singular the rights, easements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property unto Mortgagee and its assigns forever;

AND MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby warrant and forever defend all and singular the said property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same, or any part thereof, and does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or Mortgagee's rights and interests therein under this mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain, fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said property. Said fire and other insurance policies shall be deposited with Mortgagee and shall be with companies, in amounts and on terms and conditions, approved by Mortgagee.

3. Personally and continuously to reside on said property and, with his own and his family labor, personally to operate said property as a farm and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming conservation practices and farm and home management plans as Mortgagee shall, from time to time, prescribe; and to make no improvements upon said property without consent by Mortgagee.

4. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, in any extension or renewal thereof, in any agreement supplementary thereto, or in this mortgage contained.

5. To comply with all laws, ordinances and regulations affecting said property or its use.

6. That the indebtedness hereby secured was expressly loaned by Mortgagee to Mortgagor to enable Mortgagor to purchase, repair, improve or enlarge said property, or refinance in connection with such improvement or enlargement, or any combination of the aforesaid purposes, and that Mortgagor did or will use said moneys for the foregoing purposes.

7. That Mortgagee, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of Mortgagee, that the security given or property mortgaged is being lessened or impaired, such condition shall be deemed a breach of the covenants of this mortgage on the part of Mortgagor.

8. That all of the terms and provisions of the note, which this mortgage secures, of any extension or renewal thereof and of any agreement supplementary thereto, are hereby incorporated in and made a part of this mortgage as if the same were set out in full herein, and shall be construed with said mortgage as one instrument.

9. That, without Mortgagee's consent, no final payment of the indebtedness herein secured shall be made nor shall a release of Mortgagee's interest in and to said property or lien be made, within five (5) years from and after the date of the execution of this mortgage.

10. That all awards of damages up to the amount of the indebtedness of Mortgagor to Mortgagee in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply same to payment of the installments last to become due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances therefor and to appeal in the name of Mortgagor or Mortgagee from any such award.

11. That if advances are made or expenses incurred by Mortgagee which become an additional amount due to Mortgagee under the terms of this instrument, any payments received by Mortgagee hereunder after such advances or expenses become due shall be applied, first, to the payment of such advances or expenses with interest: Provided, however, That any payment made to Mortgagee during the continuance of any default hereunder may be applied to the extinguishment of any indebtedness hereby secured in such order as Mortgagee may determine, notwithstanding any provision to the contrary herein or in said note contained.

12. That Mortgagor will record this mortgage at his expense in the office of the Register of Mesne Conveyances in said County.

13. That should Mortgagor assign, sell, lease, enter into any sharecropping agreement upon, transfer or encumber said property or any interest therein, voluntarily, involuntarily or otherwise, or should he abandon said property or become an incompetent or be declared a bankrupt or an insolvent or make an assignment for the benefit of creditors or should he fail to keep, perform or comply with any covenant, warranty or condition in this instrument contained or referred to, without the consent of Mortgagee, or upon the death of Mortgagor, Mortgagee may declare the amount unpaid immediately due and payable and thereupon exercise any remedy provided herein or by law.

14. That, without in any manner affecting the right of Mortgagee to require and enforce performance at a subsequent date of the same, similar or any other covenant, agreement or obligation herein set forth, without affecting the liability of any person for payment of any indebtedness secured hereby and without affecting the lien created upon said property or the priority of said lien, Mortgagee is hereby authorized and empowered at its option and at any time to (1) waive the performance of any covenant or obligation herein or in said note contained; (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured; or (3) execute and deliver partial releases of any part of said property from the lien hereby created, or to subordinate the lien of this mortgage to other rights in said property.

15. That wherever the context hereof requires, the masculine gender as used herein shall include the feminine and the neuter, and the singular number as used herein shall include the plural, and vice versa.

16. That any notice, consent or other act to be given or done by Mortgagee under this mortgage shall be valid only if in writing and executed or performed by the Administrator of the Farmers Home Administration or his duly authorized representative.