

local purposes, or the manner of collection of any such taxes, so as to affect this mortgage, the holder of this mortgage, and of the debt which it secures, shall have the right to give thirty (30) days' written notice to the owner of said land requiring the payment of the mortgage debt, and it is hereby agreed that if such notice shall be given, the said debt shall become due, payable and collectible at the expiration of the said thirty (30) days.

EIGHTH: The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release any policy or policies of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy or policies of life insurance in place thereof for such amount or amounts and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if any of the said policies of life insurance shall be cancelled or released and a new policy or policies of life insurance shall be substituted in place thereof, the mortgagor shall keep such new policy or policies in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

NINTH: This mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

TENTH: In the event of the death of the insured, the entire indebtedness secured hereby shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy or policies of life insurance or any policy or policies substituted in place thereof, or any policy or policies held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy or policies held as collateral hereto, shall be applied to the payment of the indebtedness secured hereby; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whosoever is lawfully entitled thereto.

ELEVENTH: It is expressly understood and agreed that should it become necessary to employ counsel to collect any sums secured hereby or to protect the security hereof the said mortgagor agrees to pay a reasonable attorney's fee for the services of such counsel, whether suit be brought or not.

TWELFTH: IT IS FURTHER AGREED, That all parties signing this obligation shall be jointly and severally liable to the mortgagee and that all the covenants and agreements of the mortgagor herein contained shall extend to and bind his executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns, and wherever the context hereof so requires or admits all references herein to the mortgagor in one number shall be deemed to extend to and include the other number whether plural or singular, and the use of any gender shall be applicable to all genders.

AND it is agreed by and between the said mortgagor and the mortgagee that the said mortgagor shall hold and enjoy the said premises until default of payment or a breach of a covenant herein shall be made.

Provided, however, that upon the payment of the indebtedness secured hereby and the performance of all the covenants and conditions contained herein and in said note, the said mortgagee will execute and deliver to the mortgagor an instrument sufficient in form and substance to enable the mortgagor to cause this instrument to be satisfied or discharged of record. It is agreed, however, that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by mortgagor.

WITNESS mortgagor's hand and seal this 24th day of September, in the year of our Lord one thousand nine hundred and fifty-eight.

Signed, Sealed and Delivered

in the presence of

*Fred D. H. J.*

*Hugh H. Byars* (SEAL)  
Hugh H. Byars

*Mary Kathryn Byars* (SEAL)  
Mary Kathryn Byars

(SEAL)

State of South Carolina,

ss.:

PROBATE

County of GREENVILLE

Personally appeared before me Joan P. Spencer and makes oath that She was present and saw HUGH H. BYARS and MARY KATHRYN BYARS sign, seal and as their act and deed execute and deliver the within written deed, and that She with Fred D. Cox, Jr. witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this 24th day of September, A. D., 1958.

*Fred D. H. J.* (Seal)  
Notary Public for South Carolina.