

IT IS MUTUALLY AGREED THAT: (1) IF THE SAID MORTGAGOR SHALL FAIL OR NEGLECT TO PAY INSTALLMENTS ON SAID NOTE AND TIME SALES CONTRACT AS THE SAME MAY HEREAFTER BECOME DUE, OR UPON SALE OR OTHER DISPOSITION OF THE PREMISES BY MORTGAGOR, OR SHOULD ANY ACTION OR PROCEEDING BE FILED IN ANY COURT TO ENFORCE ANY LIEN OR CLAIM AGAINST OR INTEREST IN THE PREMISES, OR AFTER FIVE (5) YEARS HAS ELAPSED FROM THE DATE HEREOF, THEN ALL SUMS OWING BY THE MORTGAGOR TO THE MORTGAGEE UNDER THIS MORTGAGE OR UNDER THE NOTE AND TIME SALES CONTRACT SECURED HEREBY SHALL IMMEDIATELY BECOME DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE. (2) IN THE EVENT OF FORECLOSURE, MORTGAGOR SHALL BE LIABLE FOR ANY DEFICIENCY REMAINING AFTER SALE OF THE PREMISES, AND APPLICATION OF THE PROCEEDS OF SAID SALE TO THE INDEBTEDNESS SECURED AND TO THE EXPENSES OF CONDUCTING SAID SALE, INCLUDING ATTORNEY'S FEES AND OTHER LEGAL EXPENSES ALLOWED BY LAW. (3) IN CASE THE INDEBTEDNESS SECURED HEREBY OR ANY PART THEREOF IS COLLECTED BY SUIT OR ACTION OR THIS MORTGAGE IS FORECLOSED, OR PUT INTO THE HANDS OF AN ATTORNEY FOR COLLECTION, SUIT, ACTION OR FORECLOSURE, MORTGAGOR SHALL BE CHARGEABLE WITH ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH SHALL BE IMMEDIATELY DUE AND PAYABLE AND ADDED TO THE MORTGAGE INDEBTEDNESS AND SECURED HEREBY. (4) UPON PAYMENT IN FULL BY SAID MORTGAGOR OF HIS INDEBTEDNESS HEREUNDER, MORTGAGEE SHALL RELEASE TO SAID MORTGAGOR THE ABOVE-DESCRIBED PREMISES ACCORDING TO LAW. (5) MORTGAGOR WILL PAY THE INDEBTEDNESS HEREBY SECURED PROMPTLY AND IN FULL COMPLIANCE WITH THE TERMS OF SAID NOTE AND TIME SALES CONTRACT. (6) ANY AWARD OF DAMAGES UNDER CONDEMNATION FOR INJURY TO, OR TAKING OF, ANY PART OR ALL OF SAID PROPERTY IS HEREBY ASSIGNED TO MORTGAGEE WITH AUTHORITY TO APPLY OR RELEASE THE MONIES RECEIVED, AS ABOVE PROVIDED, FOR INSURANCE LOSS PROCEEDS. (7) MORTGAGEE SHALL BE SUBROGATED TO THE LIEN OF ANY AND ALL PRIOR ENCUMBRANCES, LIENS OR CHARGES PAID AND DISCHARGED FROM THE PROCEEDS OF THE PROMISSORY NOTE AND TIME SALES CONTRACT HEREBY SECURED, AND EVEN THOUGH SAID PRIOR LIENS HAVE BEEN RELEASED OF RECORD, THE RE-PAYMENT OF SAID INDEBTEDNESS SHALL BE SECURED BY SUCH LIENS ON THE PORTIONS OF SAID PREMISES AFFECTED THEREBY TO THE EXTENT OF SUCH PAYMENTS, RESPECTIVELY. (8) WHENEVER, BY THE TERMS OF THIS INSTRUMENT OR OF SAID NOTE AND TIME SALES CONTRACT, MORTGAGEE IS GIVEN ANY OPTION, SUCH OPTION MAY BE EXERCISED WHEN THE RIGHT ACCRUES, OR AT ANY TIME THEREAFTER, AND NO ACCEPTANCE BY MORTGAGEE OF PAYMENT OF INDEBTEDNESS IN DEFAULT SHALL CONSTITUTE A WAIVER OF ANY DEFAULT THEN EXISTING AND CONTINUING OR THEREAFTER ACCRUING. (9) NOTWITHSTANDING ANYTHING IN THIS

## DESCRIPTION CONTINUED

March 27, 1971, to wit: BEGINNING at the Northeastern corner of the lot, joint corner of the lot being conveyed to Jerry L. and Frances P. Moses, I. P. in center of a county road; thence with center of road S. 36-45 W. 208 feet to Iron Pin in center of road; thence N. 67-05 W. 420 feet to I. P. new corner; thence N. 36-45 E. 208 feet to Iron Pin, joint corner of Lot being conveyed to Jerry L. and Frances P. Moses; thence along line of Moses S. 67-05 E. 420 feet to beginning corner, containing 2.0 acres, more or less, bounded on the North by the Moses lot, on the East by said road and on the South and West by land of John P. Painter. The above described lot of land is part of the tract of land conveyed to John P. Painter by H. L. Lindley, by deed dated August 26, 1950, recorded in the R.M.C. Office for Greenville County in Book 417, at page 281. Plat recorded in Plat Book D, page 124.

BEING in all respects the same property conveyed to Jerry G. Davis and wife, Jeanette P. Davis, by deed of John P. Painter, dated May 28, 1971, and recorded in Vol. 921, page 76 of the RMC Office for Greenville County, South Carolina.