

EIGHTH: That in the event of the passage after the date of this Mortgage of any law of the State of South Carolina deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or 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 30 days' written notice to the owner of the premises requiring the payment of the mortgage debt, and it is hereby agreed that if such notice shall be given, the debt shall become due, payable and collectible at the expiration of said 30 days.

~~NINTH: That 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 deem fit, and may at any time release any policy or policies of life insurance as additional 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 said policies of life insurance shall be cancelled or released and a new policy or policies of life insurance substituted in place thereof, the Mortgagee shall keep such new policy or policies in full force and effect, as provided in Clause SECOND; and in default thereof the entire indebtedness secured hereby, at the option of the Mortgagee, shall become due and payable forthwith and without notice.~~

H.L.S

TENTH: That in case of condemnation of the premises or any part thereof by paramount authority, whether or not the Mortgagor shall be in default hereunder at the time, the condemnation award to which the Mortgagor shall be entitled is hereby assigned to the Mortgagee, and the Mortgagee is hereby irrevocably authorized to demand, sue for, collect, receive and receipt for the same and apply the net proceeds thereof toward the payment of the indebtedness secured hereby.

~~ELEVENTH: That in the event of the death of the insured, the entire indebtedness secured hereby shall thereupon become due and payable, and the Mortgagee shall be entitled to collect the entire proceeds of all policies of life insurance assigned as additional security hereto, together with all distributions or shares of surplus, dividend deposits or additions made or apportioned thereto; and such sums so collected shall be applied by the Mortgagee to the payment of the indebtedness secured hereby in such order and manner as the Mortgagee in its absolute discretion shall determine; and in case a surplus shall remain after liquidating such indebtedness, such surplus shall be paid over to whoever is legally entitled thereto.~~

H.L.S

TWELFTH: That if any action or proceeding be commenced either at law or in equity (except an action to foreclose this Mortgage or to collect the indebtedness secured thereby), which action or proceeding purports to affect the security hereof, or to which the holder of this Mortgage is made a party, or in which it may be necessary or proper to prove the amount thereof, the Mortgagee may appear in or defend such action or proceeding, and all sums incurred by the Mortgagee in such action or proceeding, including all costs, disbursements, charges, fees and reasonable attorneys' fees, as well as the cost of evidence of title shall be allowed and paid, and the Mortgagor agrees to pay all such sums, as well as reasonable attorneys' fees incurred in recovering or collecting the debt, together with interest thereon at the highest rate permitted by applicable law; and all such sums and the interest thereon shall be a lien on the premises, prior to any right or title to, interest in or claim upon the premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and by the Note which it secures. In any action or proceeding to foreclose this Mortgage, or to recover or collect the indebtedness secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

THIRTEENTH: 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 Mortgage herein contained shall extend to and bind his heirs, executors, administrators, successors 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 Mortgagor and the Mortgagee that the Mortgagor shall hold and enjoy the 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 the Note, the 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 the Mortgagor's hand and seal this 8th day of June 19 73,

Signed, Sealed and Delivered
in the presence of

Carolyn J. Lehman
Fred D. Cox, Jr.

Herbert Lindy Smith (SEAL)

_____ (SEAL)
_____ (SEAL)

State of South Carolina, } ss.:
County of GREENVILLE

PROBATE

Personally appeared before me Carolyn J. Lehman and makes
oath that she was present and saw Herbert Lindy Smith

sign, seal and as his act and deed execute and deliver
the within Mortgage, and that she with Fred D. Cox, Jr.
witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me this 8th day of June 19 73,

Fred D. Cox, Jr. (Seal) Carolyn J. Lehman
Notary Public for South Carolina

My commission expires: 10-29-79