And the said mortgagor(s) agree(s) to insure and keep insured the houses and buildings on said lot in a sum not less than Nine Thousand Two Hundred Twenty & No/100 Dollars in a company or companies satisfactory to the mortgagee(s) from loss or damage by fire, with extended coverage endorsement thereon, and assign and deliver the policies of insurance to the said mortgagee(s) and that in the event the mortgagor(s) shall at any time fail to do so, then the mortgagee(s) may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee(s) at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND should the Mortgagee(s), by reason of any such insurance against loss by fire or tornado as foresaid, receive any sum or sums of money for any damage by fire or other casualty to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor(s), its successors, heirs or assigns, to enable such parties to repair said building or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee(s), without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or other casualty, or such payment over, took place.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee(s) the houses and buildings on the premises against fire and other casualty, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee(s) shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed 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 taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee(s), without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor(s) agree(s) to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree(s) that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED, ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Present, that if It, the said mortgagor(s), do and shall well and truly pay or cause to be paid unto the said mortgagee(s) the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor(s) shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS It hand(s) and seal(s) this 11th day of February, 19 74

Signed, sealed and delivered in the Presence of:

WHIPPOORWILL DEVELOPMENT COMPANY, INC.

BY: Edward M Ostendorff (L. S.)
SEC. + TREA.

(L. S.)

(L. S.)

(L. S.)

The State of South Carolina,

COUNTY OF PICKENS

Probate

PERSONALLY appeared before me ~~Blaine F. Adams~~ Kenneth D. Acker and made oath that he saw the within named Whippoorwill Development Company, Inc. by Edward Ostendorff its sign, seal and as he with W. G. Acker act and deed deliver the within written deed, and that witnessed the execution thereof.

Sworn to before me, this 11th day of February 19 74

(L. S.)
Notary Public for South Carolina

CORPORATION

NO Renunciation of Dower

The State of South Carolina,

COUNTY OF PICKENS

I, , do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named , heirs, successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this day of A. D., 19

(L. S.)
Notary Public for South Carolina

RECORDED FEB 26 '74

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