AND IT IS AGREED, by and between the said parties, that if mortgagor, their heirs, assigns, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse itself under this mortgage for the sums so paid, with interest thereon at the rate of eight (8%) percent per annum, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that mortgagor, their heirs, assigns, executors or administrators, hereby assigns all the rents, issues and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then mortgagee, its successors or assigns, shall have the right to have appointed a receiver of the rents, issues and profits, who, after deducting all charges and expenses attending to such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits towards the payment of the debt secured hereby.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its successors or assigns, including a reasonable counsel fee (of not less that fifteen (15%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, their heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, its successors or assigns, according to the conditions and agreements of the said note and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Mortgage shall cease, determine and be void otherwise it shall remain in full force and effect.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS our Hand and Seal this 5th day of July in the year of our Lord one thousand nine hundred and seventy-four.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Ray D. Lathan

Linda J. Myers

Garry W. McSwain (L.S.)

Peggy H. McSwain (L.S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Ray D. Lathan and made oath that he saw the within named Garry W. and Peggy H. McSwain sign, seal and as their act and deed, deliver the within written mortgage; and that he with Linda J. Myers witnessed the execution thereof.

Ray D. Lathan

Sworn to before me this 5th Day of July, A.D., 19 74.

Linda J. Myers (L.S.)
Notary Public for South Carolina
My Commission Expires: [illegible]

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