7. First party represents and declares as a condition hereof and as a part of the consideration for the indebtedness secured hereby that he does hereby waive and renounce for himself, his heirs, administrators, executors, successors and assigns, all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any other reason.

8. As further security for the payment of the note herein described, all other indebtedness secured hereby, and for the performance of all the terms, conditions, and covenants of said note, of any other instrument secured hereby and of this mortgage, first party hereby transfers, assigns, and sets over to second party all of the crops sown or growing upon the said mortgaged premises at the time of filing suit for foreclosure hereof and thereafter, and all of the rents, issues, and profits of the said mortgaged premises unpaid and uncollected at the time of filing suit for foreclosure hereof, and thereafter, and upon filing suit for foreclosure, or at any time thereafter, second party shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, and the crops sown or growing thereon, together with the said rents, issues and profits arising therefrom and hereby assigned, and hold the same subject to the order and direction of the court.

9. In the event the indebtedness secured hereby, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party may also recover of first party, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for the attorney of second party for professional services rendered in such action, not less than ten per centum of the amount of principal, interest, and all advances made or liens paid by second party under the terms hereof then unpaid, such fee to be incorporated in the judgment of foreclosure in such action.

10. First party shall hold and enjoy the said premises until default in payment of any of the installments as provided in the above recited note or other instrument secured hereby, or a breach of any of the covenants or conditions of the above recited note or other instrument secured hereby, or this mortgage shall be made; however, any agent or employee of second party or any person designated by second party may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by second party.

11. All amounts that may hereafter be awarded for condemnation of, and waste and tortious injury to, any of the property hereby encumbered are hereby assigned and shall be payable unto second party for application, after payment therefrom of attorneys' fees and expenses incurred by first party and by second party in connection therewith, on such part of the indebtedness secured hereby as second party may determine, with no duty on second party to collect same.

12. In the event second party becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described above), second party may also recover of first party all costs and expenses reasonably incurred by the mortgagee, including a reasonable attorneys' fee, which costs, expenses and attorneys' fee when paid by second party shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by second party until paid at the highest rate provided in any note or other instrument secured hereby.

13. First party agrees as a condition hereof that all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, deferments, extensions or any other agreement, in writing, made by any one or more of the parties herein designated as first party with second party are hereby authorized and consented to by all parties herein designated as first party and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all the parties herein designated as first party.

14. First party agrees as a condition hereof that if a conveyance, lease or other disposition should be made voluntarily by first party (or by any one or more of the parties designated herein as first party) of any title or interest in and to the real property described above, or any part thereof, without the written consent of the lawful holder of this mortgage, or if such title or interest of first party (or of any one or more of the parties designated herein as first party) is involuntarily conveyed or transferred as the result of foreclosure of a junior lien or is required under court order or decree as the result of litigation (conveyance or transfer of title or interest resulting from death of first party, or any of the first parties, if more than one, excepted), without the written consent of the lawful holder of this mortgage, then and in either of said events, and at the option of said holder, and without notice to the first party, all sums of money secured hereby shall become due and payable and in default immediately and concurrently with such conveyance, transfer, lease or other disposition, whether the same are so due and payable and in default by the specific terms hereof or not.

15. Second party shall have the right, exercisable at its discretion so long as this mortgage is in force and effect, to demand in writing the assignment of and transfer to second party, its successors and assigns, and first party hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to first party from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this mortgage, with the right of, but no duty upon, second party, its successors or assigns, to collect same.

16. First party will comply with all the terms and conditions of any instrument heretofore or hereafter executed by first party in connection with the loan(s) secured by this mortgage.

17. If first party (or either of them, if more than one), his heirs, successors or assigns, or any assumer of the indebtedness hereby secured, files a petition in voluntary bankruptcy, for receivership, for corporate reorganization, or for other debtor relief of any character or kind, or is adjudged a bankrupt, then and in the event, and at the option of the second party, its successors and assigns, the second party, without notice to the first party, shall have the right to declare all sums of money secured hereby immediately due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

18. A default under this instrument or under any other instrument heretofore or hereafter executed by first party to second party shall at the option of second party constitute a default under any one or more or all instruments executed by first party to second party.

19. This instrument is subject to the Farm Credit Act of 1971 and all acts amendatory thereof and supplementary thereto, and regulations issued thereunder. All rights, powers, privileges, options and remedies conferred upon and given to second party are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of second party, and by any agent, officer, attorney or representative of second party, its successors or assigns. All obligations of, and assignments by, first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party.

IN WITNESS WHEREOF, first party has hereunto set his hand and seal (and if first party is or includes a corporation, it has caused this instrument to be executed, sealed by its corporate seal and delivered by its duly authorized officers), this the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

S. Gray Walsh
Loretta H. Evatt

Benjamin F. Wham III (SEAL)
(Benjamin F. Wham, III)
Carole P. Wham (SEAL)
(SEAL)
(SEAL)

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