

corner; thence, N. 75-00 W. 120 feet to a stake; thence, S. 84-00 W. 116 feet to the beginning corner, containing One (1) acre, more or less. For reference see plat of property of E. J. Tate by H. S. Brockman, Surveyor, dated July 24, 1958.

DERIVATION: See deed of W. B. Mallonee to the Mortgagors herein as recorded August 19, 1966 in Deed Book 804 at Page 341.

The within note and mortgage are not assumable without the bank's written permission. The borrower expressly waives the right to State Statute N. 45-88 through 45-96 --more specifically, waive the right to an appraisal and agree that personal liability will exist for the full difference between the amount realized from judicial sale and the amount of the debt.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto BANKERS TRUST OF S. C., N.A., its Successors and Assigns forever. And we do hereby bind our selves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said BANKERS TRUST OF S. C., N.A., its Successors and Assigns from and against ourselves and our Heirs, Executors and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part hereof.

PROVIDED, ALWAYS NEVERTHELESS, and it is true intent and meaning of the parties of these Presents that if we the said Donnie M. and Patricia Dill

we do and shall well and truly pay of cause to be paid unto the said BANKERS TRUST OF S. C., N.A., or its order, the said debt, or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note, and do and perform all the covenants and agreements herein contained, then this deed of Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed by and between the parties that the said Donnie M. Dill

and Patricia Dill Heirs, Executors and Administrators, shall and will insure the house and all the buildings on the said premises (if any there be) in such insurance company as may be approved by BANKERS TRUST OF S. C., N.A., in a sum of not less than ---Sixteen Thousand Four Hundred and no/100ths--- Dollars, against loss or damage by fire, and the same kept insured until the above mentioned debt is fully paid, and assign the policy to the said BANKERS TRUST OF S. C., N.A., and in case that we fail to do so, and said BANK may cause the same to be done and reimburse itself for the premiums and expenses these with interest thereon at the rate of 9.0 percent and that the same shall stand secured by this mortgage.

2. It is also Covenanted and agreed, that the said Donnie M. Dill and Patricia Dill

we shall pay as they become due all taxes by whatsoever authority legally imposed upon the property mortgaged, and in case they fail to do so the said BANK may cause the same to be paid and reimburse itself therefor with interest at the rate of 9.0 percent per annum and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Donnie M. Dill and Patricia Dill

we agents and tenants shall keep the said premises in as good order and condition as they now are, and not commit waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said BANKERS TRUST OF S.C., N.A., the holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. And it is also Covenanted and Agreed, that in case of default in payment under any of the conditions of said Note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said BANKERS TRUST OF S. C., N.A., or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceedings of any kind to foreclose this mortgage is commenced or instituted by said Bank, or its assigns, a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the rents and profits, crop or crops of any kind, of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Bank as part of its security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.

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