

And the said mortgagor... agree... to insure and keep insured the houses and buildings on said lot in a sum not less than ... Dollars in a company or companies satisfactory to the mortgagee from loss or damage by fire, and the sum of ...

... Dollars from loss or damage by tornado, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor... shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND should the Mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado 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, their... successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, 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 the houses and buildings on the premises against fire and tornado risk, 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 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, without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor... agree... 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... 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 interests, 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 Presents, that if...

James T. Earley and Shelley S. Earley, the said mortgagors..., do and shall well and truly pay or cause to be paid unto the said mortgagee 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 mortgagors... shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

WITNESS ... our... hand... s and seal... this... 14th... day of March... in the year of our Lord one thousand, nine hundred and... seventy-eight... and in the... hundred and... second... year of the Independence of the United States of America.

Signed, sealed and delivered in the Presence of:

Patricia Parker
Patricia Parker
Jerry D. Kiser, Jr.

James T. Earley
Shelley S. Earley

TENNESSEE
The State of South Carolina

Madison COUNTY

PROBATE

PERSONALLY appeared before me... James T. Earley and Shelley S. Earley... their... act and deed deliver the within written deed, and that... he with sign, seal and as... witnessed the execution thereof

Sworn to before me, this... day of... 19... 78
Notary Public for... Tennessee
My Commission Expires: 5-22-78

Patricia Parker

TENNESSEE
The State of South Carolina

Madison COUNTY

RENUNCIATION OF DOWER

I, Jerry D. Kiser, Jr., do hereby certify unto all whom it may concern that Mrs. Shelley S. Earley the wife of the within named James T. Earley 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 whatsoever, renounce, release, and forever relinquish unto the within named Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under Will of Hugh B. Croxton, dec., and H. Caldwell Harper, their 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... 78
Notary Public for... Tennessee
My Commission Expires: 5-22-78

Shelley S. Earley

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