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7. First party represents and warrants as a condition hereof that he is the owner of the premises described herein and that he does hereby waive and release to second party all his rights, claims, demands, and causes of action, all rights that now exist or that may hereafter exist under the laws of the State of South Carolina, to the appraisal of the property herein described, before or after the foreclosure sale thereof, and to receive the proceeds of the indebtedness secured hereby, and the full amount of the debt secured by 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 based on the value of said land, or for any other reason.

8. As further security for the payment of the indebtedness described in other indebtedness secured hereby, and for the performance of all the terms, conditions, and covenants of said instrument secured hereby, and of this mortgage, first party hereby transfers, assigns, and sets over to second party, all of the crops, 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 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 loans 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 cross the said premises in default of 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 into 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 of personal liability, reorganizations, renewals, determinations, 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, with or 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 mortgage or a decree 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, a sum of money secured hereby shall become due and payable and in default immediately and automatically 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, extended to it by this mortgage, 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, issues, dividends, or other consideration to be paid or accruing to first party from any oil, natural gas, mineral, timber, livestock or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property that is otherwise subject to, conveyed and/or secured by this mortgage, with the right, 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 debts secured by this mortgage.

17. If first party (or any one or more of the parties designated herein as first party, its heirs, successors or assigns, or any assignee of the indebtedness hereby secured) files a petition in voluntary bankruptcy, or reorganization, or for relief from the operation of any other debtor relief of any character, or seeks to be declared bankrupt, then and in the event, and at the option of the second party, its successors and assigns, the second party, with 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 certificate of title shall be prepared by the title insurance company named herein, and the same shall be delivered to second party, and the same shall be a condition of the completion of the mortgage loan hereunder, and shall be a condition of the completion of the mortgage loan hereunder.

19. This instrument is subject to the Loan to Buy Act of the State of South Carolina, and the provisions thereof and supplementary thereto, and regulations issued thereunder. All payments with respect to this mortgage shall be made as set forth above and given to second party, and the same shall be a condition of the completion of the mortgage loan hereunder, and shall be a condition of the completion of the mortgage loan hereunder, and may be extended and received 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 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, a corporation, has caused this instrument to be signed by its duly authorized officers, this the day of August 1954 as written.

Signed, Sealed and Delivered  
in the presence of  
Kathryn M. Cunningham  
Will B. Long, Jr.

*[Handwritten signatures]*  
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SEAL  
SEAL  
SEAL

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