

TOGETHER with all and singular the said members, constituents, and accessories to the said societies belonging, or in any wise incident or respecting

TO HAVE AND TO HOLD, all and singular the said premises, together with all and singular the fixtures
NATIONAL BANK OF SOUTH CAROLINA, Columbia, *we* *do*

hereby bind our heirs, executors, administrators and assigns, to warrant and
convey unto the said John C. H. Smith, his heirs, executors, administrators and assigns,

OF SOUTH CAROLINA, **Columbia**, our heirs, executors, administrators and assigns and all others whomsoever lawfully claiming or to claim the same or any

part thereof and OUR heirs, executors, administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the解除 of these presents I was well se^rved of the above described premises as a good and indefeasible estate in fee simple and have good right to sell and incumber and convey the same, and that the same are free from all encumbrances and liais whatsoever.

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES

I The mortgagor will pay said Note or obligation as herein and in said Note or obligation is ordered and agrees that all overdue interest and post due interest shall draw interest at the rate of seven (7%) per cent per annum.

2 Before they become delinquent, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may, hereafter become, liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagor or his assigns on this instrument or the sum hereby secured or evidenced by said title, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the mortgagor, and will immediately deliver to the mortgagor, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the mortgagor may pay such taxes, assessments and charges (of which payment, amount and as far as the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately upon demand at the option of the mortgagor with interest at six (6%) per cent per annum and shall be secured by this instrument.

3. The mortgagor will keep the buildings on said premises in good repair and will not make any alterations or additions thereto without the written consent of the mortgagee, and with a mortgagee clause the mortgagee shall have the right to require the mortgagor to make such alterations or additions as the mortgagee may direct, and the expense of the same to be paid by the mortgagor and deducted from the principal sum of the mortgage, and the mortgagee shall have the right to require the mortgagor to pay to the mortgagee the amount of any additional sum so paid by him, and the mortgagee shall have the right to deduct the same from the principal sum and the interest due thereon, and the mortgagee may require the mortgagor to pay to him any amount of money which he may have advanced to the mortgagor for the payment of taxes, insurance, water rates, rents, expenses, charges, attorney's fees, or other amounts payable to the mortgagee or to any other person or persons, or any other sum secured by this instrument, and the mortgagee may require payment of any building on said premises without notice, affecting the term of any agreement of the mortgagor or the mortgagee, for payment of the principal sum, interest, and all other amounts due to the then holder of said premises or not.

4 Such expenses are due at the time of payment of the principal of the instruments and the maintenance of the instrument or equipment until such time as the instrument or equipment is sold or otherwise disposed of or proceedings affecting the instrument or equipment are taken by the instrument or equipment. And it is further agreed that in case the instrument or equipment is sold or otherwise disposed of before the last of January of this year, the instrument or equipment will be sold or otherwise disposed of before the said month, and the instrument or equipment will be sold or otherwise disposed of before the last of January of the year following the date of the sale of the instrument or equipment.

5. The manager may not remove or alter any part of the name of and removes the emblem or removes
any part of the emblem of the company.

6. In the event of the judgment being taken against the mortgagor in respect of any law of the State in which the mortgaged premises are situated compelling him to do so at the cost of the judgment or payment of any amount due thereon, or providing or creating a charge over the said real estate for the payment of amounts so due and secured thereby, the state or local authorities or the members of the community of such State so as to affect the rights of the mortgagee, the whole to be secured by the mortgagee with respect thereto at the option of the mortgagee shall immediately become an absolute charge on the same.

7. In the event of default in the payment of the installments herein required or if any part thereof or in any of the covenants or conditions of this mortgage at the option of the mortgagor without notice, whereof the exercise of such option hereby is given, all and every such installments required by this instrument shall immediately become due, payable and executable and the mortgagor shall have power to pay the same off according to law and this mortgage may be foreclosed and the mortgagor shall be entitled to the proceeds upon delivery of a receiver at the place where the same are deposited or may be delivered during the pendency of this instrument but the title so acquired shall remain in the name of the mortgagor.

6. That no portion of the said grantee shall be used by any person or persons

9. The mortgagor will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and all substances in thorough repair and condition and from time to time make all needed and proper replacements so that said buildings, fixtures, machinery and all substances will at all times be in good condition, fit and proper for the purposes for which they were originally erected or intended.

10. In the event of default in the payment of the instalments fixed and agreed at the time of the mortgage or in the performance of any of the covenants or conditions of this mortgage, the Lender shall have the right to foreclose which the mortgagor may have by virtue of the security created by this mortgage and shall have the right at any time after any such default to enter upon and take possession of the premises and to a reasonable amount.