

And should the Mortgagee, by reason of any such insurance against loss as aforesaid, receive any sum or sums of money for any damage 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, his 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 or such payment over, took place.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law deducting any lien thereon from the value of land, for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage, 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 it is further covenanted and agreed that the mailing of a written notice and demand by depositing it in any post-office, station, or letter-box enclosed in a postpaid envelope addressed to the owner of record of said mortgaged premises, and directed to said owner at the last address actually furnished to the holder of this mortgage, or in default thereof, directed to said owner at said mortgaged premises, shall be sufficient notice and demand in any case arising under this instrument, and required by the provisions thereof or the requirements of the law.

And it is further covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises or any part thereof, it shall and may be lawful for the said Mortgagee, its successors, legal representatives and assigns, to pay the amount of any such tax, charge or assessment with any expenses attending the same; and any amounts so paid, the Mortgagor shall repay to the said Mortgagee, its successors, legal representatives or assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said bond and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee so elects, become due and payable forthwith. And the said Mortgagor does further covenant and agree that he will execute or procure any further necessary assurance of the title to said premises and will forever warrant said title.

And the said Mortgagor further covenants and agrees, should the said obligation be placed in the hands of an attorney for collection, by suit or otherwise, in case of any default in the covenants and agreements herein contained, to pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the said premises and be secured by this mortgage, and payment thereof enforced in the same manner as the principal obligation.

Whenever the singular or plural number, or masculine, feminine, or neuter gender, is used herein, it shall equally include the other, and every mention herein of "Mortgagor" or "Mortgagee" shall include the heirs, executors, administrators, successors, and assigns of the party or parties so designated.

This mortgage is subordinate to a certain mortgage made by John Durham Boney to C. Douglas Wilson & Co., dated Sept. 10 1949, originally in the amount of \$5800.00, and (recorded or filed) in Greenville County, State of South Carolina on September 12 1949.

The parties hereto agree that any default under the prior mortgage shall constitute a default hereunder. 208

The Mortgagor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, as they become due, all taxes, assessments, hazard insurance, and similar charges upon the premises subject hereto; any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagee upon demand by the Mortgagee. Any default under this paragraph shall be deemed a default in payment of taxes, assessments, hazard insurance, or similar charges required hereunder.

In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 10th day of September, in the year of our Lord one thousand nine hundred and forty nine, and in the one hundred and seventy fourth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

Virginia Workman
Edward Ryan Hauer

John Durham Boney (LS)
(LS)