

...and the rest of the talk was about the various difficulties he had to me said  
he had to go through to get his place.

THE HABEAS CORPUS AND PETITION FOR REINSTATEMENT OF THE CITIZENS AND  
SOCIETY OF THE STATE OF SOUTH CAROLINA IN THE COURTS OF THE UNITED STATES. And it  
is further ordered, that the said Plaintiff, his heirs, executors, administrators,  
and assigns from time to time, shall have and hold unto him, his heirs, executors, administrators  
and assigns from time to time, all the rights, titles, franchises, and properties unto the said THE  
CITIZENS AND SOCIETY OF THE STATE OF SOUTH CAROLINA in its successors and assigns from  
time to time.

and I, witness unswearable, that I, am ready to claim the same or any part thereof and all other rights and interests, for my Master's and lessor's account with the mortgagor, its successors and assigns that I, and until the enforcement of these presents I, was well seised of the above described premises as a good and sufficient estate, in fee simple and have paid right to set and encumber and convey the same, and that the same are free from all encumbrances and fees of whatsoever

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES

I, the undersigned, will pay said Note or obligation as herein and in said Note or obligation provided and agree that all accrued interest and past due principal shall draw interest at the rate of  $\frac{1}{2}\%$  per month and month of sixty days, at the place where it is made in South Carolina.

3. Before the same become due and payable the mortgagor will pay all taxes, assessments and charges of every character at or before the date of the 1st May, 1944 after becoming due in said premises, including all taxes assessed on the Said Premises in respect of which the mortgagor or its assigns or lessees have not paid the amount of such taxes or interest thereon to the tax collector, and if not paid, said taxes, plus, did the amount of such taxes or interest exceed the sum of forty, thousand three hundred and twenty five dollars, the amount so paid shall be 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 as expenses or expenses at his office or offices of the trustee, officer, and if not paid the mortgagor may pay such taxes, assessments and charges of which payment amount and validity thereof the records of the proper officer shall be conclusive, and the amount so paid shall be due and payable immediately, to be demand at the option of the trustee with interest at eight (8%) per cent per annum, and shall be charged by the trustee.

3. The mortgagee shall have the right to sue for and claim one hundred dollars against loss by fire with the same priorities of his rights to provide for extended coverage of damages and amounts satisfactory to him and all amounts paid by the mortgagor for the making of policies of insurance covering the premises subject to the mortgage, and to sue the mortgagor for paying or replacing and renewals thereof at least seven days before cancellation of the insurance. In default thereof, the mortgagor may effect such re-insurance and renewals as he deems reasonable and payable immediately or on demand at the option of the mortgagee, at the lowest rates and for the amount of the premium and shall be secured by his assignment. At the option of the mortgagor, the proceeds of loss under such policy, whether endorsed directly to the mortgagee or not, may be held as payment of the principal, interest or any other sum due hereunder, or as a replacement therefor, or for the construction or replacement of any building on said premises at the expense of the mortgagor, or for the replacement of the insurance of the mortgagor or the same, other provision for payment of the insurance being made at the risk of the mortgagor on the same basis of said premiums if any.

4.5. At witness said for and in consideration of the payment of said premises and the maintenance of the use of the same by the lessee, and for and in any litigation or proceeding with respect thereto, and for and in defense and secured by this instrument, and as further security for the payment of the amount hereinabove set forth, part thereof is collected by suit at law or in equity, or otherwise, and for the costs of an attorney for collection, suit, action or defense, or the like, and for all expenses and costs of collection including a reasonable attorney's fee, and for the payment of the principal and interest on the amount received at witness said for and in consideration of the premises and dues together with all costs and expenses, and for any and all damages, losses, expenses and costs together with all expenses and charges in the execution of this instrument or in the collection of the same.

6. The contractor shall not commence work on any part of the site of said structures nor demolish or remove any part of the same until he has received written notice.

6. In the event of the passing after the date of the commencement of any law of the State in which the mortgaged premises are situated during the year of the value of the land for the purposes of taxation any then thereon, or prior thereto, may be, and the same shall be in force for the taxation of mortgages or debts secured thereby, the state or any other officer or the collector of the collection of any such taxes so as to affect the interest of the mortgagor, the holder of the debt, his assignee, and by this instrument with interest thereon at the option of the creditor, shall have the same due, payable and collectible without notice.

**7.** In the event of default in the payment of the rents or taxes or any part thereof or in any of the covenants or conditions of this instrument at the option of the mortgagor, without notice, notice of the exercise of such option to be expressly waived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible and the trustee shall have power to sell said premises according to law and the mortgagee may be foreclosed and the trustee shall be entitled to the immediate appointment of a receiver without notice for the collection of the rents of said premises during the pendency of such foreclosure and the rents and profits of the premises falling due after default are hereby assented to the mortgagor as security for the payment of such indebtedness.

8. That no portion of the said premises shall be used for any unlawful purpose.

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

10. In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance of any of the covenants or conditions of this instrument, in addition to any other rights