Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises unto the said The Life Insurance Company of Virginia, its successors and assigns forever. And we do hereby bind my self and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Company, its successors and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said L. B. Hutchings do, and shall, well and truly pay, or cause to be paid, unto the said Company, or its order or Agent, the said debt or sum of money aforesaid, with the interest thereon, and shall perform the Covenants herein contained, according to the true intent and meaning of said Notes and this Mortgage, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

1. AND IT IS COVENANTED, by and between the said parties, that the said L. B. Hutchings his heirs, ~~executors, or administrators, shall and will~~ insure the house and buildings on said land in such Insurance Company or Companies as may be approved by the said The Life Insurance Company of Virginia or its Agent, in the sum of not less than Four Thousand dollars, and will keep the same insured from loss or damage by fire, and will assign the Policy or Policies of Insurance to the said Company; and that in case ~~the said~~ L. B. Hutchings shall at any time neglect or fail so to do, then the said Company or its Agent may cause the same to be insured in its name, and *reimburse* itself for the premiums and expenses of such insurance, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

2. AND IT IS FURTHER COVENANTED, That the said L. B. Hutchings shall pay, as the same may become due, all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he shall at any time neglect or fail so to do, then the said The Life Insurance Company of Virginia or its Agent may pay such taxes and reimburse itself for the same, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

3. AND IT IS FURTHER COVENANTED, That the said L. B. Hutchings, his agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

4. AND IT IS FURTHER COVENANTED, That in case of any litigation between the parties to this Mortgage, the said L. B. Hutchings shall not deny the corporate character of the said Company nor require any proof of such corporate character or such agency.

5. AND IT IS FURTHER COVENANTED, That in case of default in payment under any of the conditions of the said Notes, or failure to pay any of the taxes hereinbefore specified, or to perform any of the other covenants of this Mortgage, for the space of thirty consecutive days, the said Company may at its option treat the whole principal as due with interest thereon up to said time, and thereafter at the rate above stipulated.

6. AND IT IS FURTHER COVENANTED, That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the note or notes, that the said Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said L. B. Hutchings a reasonable fee to the Attorney of the said Company for his services in said action, not to exceed ten per cent. of the amount unpaid and decreed to be payable—such fee to be incorporated in the judgment in said action and to be secured thereby.

7. AND IT IS FURTHER COVENANTED, That the said L. B. Hutchings will assign, and doth hereby assign, set over and transfer to the said Company, its successors, and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this Mortgage after default in the conditions thereof, as further security for the debt then due and unpaid under this Mortgage, and the said Mortgagor agrees that a receiver may be appointed to take charge thereof.

8. AND IT IS FURTHER COVENANTED, That if the said L. B. Hutchings, his heirs, executors, administrators or assigns, shall make such payments as herein specified, then this Mortgage shall be void, but if the said L. B. Hutchings, his heirs, executors, administrators or assigns, shall fail to keep any of the covenants herein contained, or to pay any of said moneys as they become due and payable by the terms of said Notes, as stipulated to be paid herein, or if default be made in the payment of said taxes or assessments; or if default be made in the said insurance agreement as provided herein; or if the buildings and improvements are not kept in good repair; or in case any tax or assessment is assessed within the State of South Carolina against the debt or Notes secured hereby, or the interest in said premises of said Mortgagee, its successors or assigns; or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the Mortgagor....., as herein provided, to pay any tax or taxes is legally inoperative, then at the option of said Mortgagee, or its successors or assigns, the whole indebtedness and all sums secured by the Mortgage, to-wit: The principal and interest then accrued on said Bond..... and all advances made to or on account of the Mortgagor..... herein for taxes, assessments, permiums of insurance and charges of any kind, shall at once become due and payable without notice and the money due on said Notes and for advances as aforesaid shall then become due and this Mortgage may be foreclosed for the whole amount of said moneys, interest, costs and attorney's fees.

9. AND IT IS FURTHER COVENANTED, That the said L. B. Hutchings shall hold and enjoy the said premises until default of payments as provided in said Notes, or a breach of some of the covenants of this Mortgage shall be made.

WITNESS My Hand and Seal this, the 30th day of December in the year of our Lord nineteen hundred and 24 and in the one hundred and forty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ruby Wylie — L. B. Hutchings (SEAL)

A. H. Miller — (SEAL)

STATE OF SOUTH CAROLINA, Greenville County.

PROBATE

Personally appeared before me Ruby Wylie and made oath that she saw the hereinbefore named L. B. Hutchings sign, seal, and as his act and deed, deliver the foregoing Deed; and that she with A. H. Miller in the presence of each other, witnessed the execution thereof.

Sworn to before me, this 30th day of December A. D. 1924

A. H. Miller (SEAL) Notary Public for S. C.

Ruby Wylie

NOTARIAL SEAL

STATE OF SOUTH CAROLINA, ... County.

RENUNCIATION OF DOWER Unmarried Man No Dower.

I, ... do hereby certify unto all whom it may concern, that ..... wife of the hereinbefore named ..... 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 whomsoever, renounce, release and forever relinquish unto the within named The Life Insurance Company of Virginia, its successors and assigns, all her interest and estate, and also her right and claim of dower of, in, or to all and singular the Premises within mentioned and released.

GIVEN under my Hand and Seal, this ..... day of .....

A. D. 19.....

..... (L. S.)

..... (SEAL)
Notary Public for S. C.

Recorded January 9th 1925

Satisfied and Cancelled of Record 12 day of January 1925

R. M. Cox, Clerk of Court, Greenville, S. C.

L. Milner Clerk

Satisfied and Cancelled of Record 16 day of June 1930

L. Milner Clerk

Satisfied and Cancelled of Record 11 day of July 1930

L. Milner Clerk

Satisfied and Cancelled of Record 7 day of June 1930

L. Milner Clerk

Satisfied and Cancelled of Record 16 day of June 1930

L. Milner Clerk

Satisfied and Cancelled of Record 30 day of June 1930

L. Milner Clerk

Satisfied and Cancelled of Record 7 day of June 1930

L. Milner Clerk

Satisfied and Cancelled of Record 11 day of June 1930

L. Milner Clerk

#9069