

11, 1924, and recorded in Deed Book 86, at page 50; and (2) to the said J. M. Bayne, from Carrie C. Nabors Bayne, by deed dated February 13, 1924, and recorded in Deed Book 102, at page 44, in the Clerk's office for Greenville County, South Carolina.

This mortgage is second and subordinate to a mortgage of even date herewith, given by the above mortgagore to the Prudential Insurance Company of America, to secure the principal sum of \$1500.00 and interest thereon.

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

TO HAVE AND TO HOLD all and singular the said premises unto the said Southern Bond and Mortgage Company, Inc., its successors and assigns forever. And all do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Southern Bond and Mortgage Company, Inc., its successors and assigns, from and against us and ours Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY COVENANTED, by and between said parties, that the said Mortgagor will pay said notes, principal and interest, as the same become due and payable; and will pay all taxes and assessments on and all premiums of insurance against said premises before the same become delinquent, and will exhibit receipts therefor to the Mortgagee at any time upon request, and will keep all fences, buildings and other improvements now on the said real estate, and hereafter put thereon, in good condition and repair, and will neither commit waste, nor do any act by which the value of said premises may be impaired.

AND IT IS FURTHER COVENANTED, That the said Mortgagor will insure the buildings on said premises against loss by fire in the sum of \$..... in responsible insurance companies, approved by the said Mortgagee, with loss, if any, payable to the said Mortgagee, as its or their interests may appear, by a New York Standard mortgage clause, and deliver all policies of insurance to said Mortgagee, and in case the insurable improvements on said real estate are destroyed or damaged by fire, the said Mortgagee shall have the right to apply the moneys collected from the insurance in payment of the debt secured hereby whether due or not.

AND IT IS FURTHER COVENANTED, That if the said Mortgagor shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance, as herein agreed, then said Mortgagee may pay said taxes and assessments, and effect said insurance, and any sum so paid shall be recoverable by the Mortgagee in an action or suit brought therefor; and the money so advanced for the payment of such taxes, assessments, insurance or other charge of whatsoever nature on the property hereby conveyed with interest at the rate of eight per centum per annum, shall be secured by this mortgage, and shall be forthwith due and payable; and the said Mortgagee shall be subrogated to all the rights of the person to whom such payments have been made. But nothing herein contained shall be construed as obligating the Mortgagee to pay the said taxes, assessments and insurance premiums.

AND IT IS FURTHER COVENANTED, That, if the said Mortgagor shall fail to keep any of the covenants herein contained, or to pay any of said principal or interest notes as they become due and payable; or in case any tax or assessment is assessed within the State of South Carolina against the debt secured hereby, or the interest in said premises of said Mortgagee; 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, the whole indebtedness and all sums secured by this mortgage, to-wit: the principal and interest then accrued on said notes and all advances made to or on account of the Mortgagor herein for taxes, assessments, premiums of insurance and charges of any kind shall at once become due and payable without notice, and this mortgage may thereupon be foreclosed for the whole amount of said moneys, including a reasonable fee to the attorney of the Mortgagee for his services in said action, such fee to be incorporated in the judgment in said action and secured thereby.

AND IT IS FURTHER COVENANTED, That the said Mortgagor will assign, and doth hereby assign, set over and transfer to the said Mortgagee 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 an action to foreclose this mortgage after default in the conditions hereof, 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.

~~AND IT IS FURTHER COVENANTED AND AGREED, That the notes for~~

~~shall be of subordinate and inferior dignity to the other notes, and in the event of foreclosure shall not be paid until the other notes described herein, together with all interest thereon, shall have been first paid or satisfied.~~

AND IT IS FURTHER COVENANTED AND AGREED, That all said notes and this mortgage are made and executed under and are in all respects to be construed by the laws of the State of South Carolina.

PROVIDED ALWAYS, nevertheless, and it is true intent and meaning of the parties to these presents, that if the said mortgagor shall well and truly perform the covenants aforesaid, and pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said notes, and all advances made to or on account of the Mortgagor under the terms hereof, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise, to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor may hold and enjoy the said premises until default of payment or breach of some other covenant shall be made.

WITNESS our hand, s. and seal, s. this 23rd day of February, 1926.

Signed, Sealed and Delivered in the presence of
W. B. McGowan } J. M. Bayne (L. S.)
Lula R. Smith } Frankie C. Nabors Bayne (S.)

STATE OF SOUTH CAROLINA,
County of Greenville
Before me, Lula R. Smith, notary public for S. C.
personally appeared, W. B. McGowan and made oath that
he saw the within named J. M. Bayne and Frankie C. Nabors Bayne, his wife
sign, seal, and as they act and deed, deliver the within written deed, for the uses and purposes therein mentioned, and that he, with
Lula R. Smith witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 27th day of Feb., 1926
Lula R. Smith (L. S.) W. B. McGowan
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County of Greenville
I, Lula R. Smith, a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Frankie C. Nabors Bayne the wife of the within named J. M. Bayne 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 Southern Bond and Mortgage Company, Inc., its successors, and assigns, all her interest, and estate and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.
Frankie C. Nabors Bayne

Given under my hand and seal this 27th day of Feb., A. D. 1926
Lula R. Smith (L. S.)
Notary Public for South Carolina.

Recorded Feb. 27th 1926, at 11:35 o'clock a. M.