

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COHENWELL CO., CHARLESTON, S. C. 14888-2-12-42

more or less to an iron pin in center of said Road; thence S. 87-10 W. 267.31 to an iron pin in said New Buncombe Road; thence with said Road N. 3-04 W. 144.47 to the beginning corner.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

And it is mutually covenanted and agreed by and between the said parties that all gas and electric fixtures, radiators, heaters, engines, and machinery, pipes, faucets, and all plumbing, heating and lighting fixtures and apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting an unfurnished building similar to the one herein described and referred to, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof with the appurtenances unto the said CAROLINA LIFE INSURANCE COMPANY, its successors, legal representatives, and assigns forever. And the said mortgagors do hereby bind themselves and their heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said CAROLINA LIFE INSURANCE COMPANY, its successors and assigns, from and against themselves and their heirs, executors, administrators and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof; and do covenant and agree that they will execute or procure any further necessary assurance of the title to said premises.

PROVIDED always, that if the said mortgagors, their heirs, executors and administrators shall and do well and truly pay, or cause to be paid unto the said CAROLINA LIFE INSURANCE COMPANY, its successors or assigns, the said debt or sum of money aforesaid, with the interest thereon according to the tenor and effect of said note herein referred to, and shall keep and perform all the covenants and agreements herein contained on the part of the said mortgagor to be kept and performed, then these Presents and the estate hereby granted, shall cease, determine and be null and void, otherwise to remain of full force and effect.

And the said mortgagors, for their heirs, executors and administrators, hereby covenant and agree with said CAROLINA LIFE INSURANCE COMPANY, its successors or assigns, as follows:

FIRST. That they will pay the said note and the installments thereunder hereinabove referred to and described, promptly as they become due, according to the tenor thereof.

SECOND. That so long as said note shall remain unpaid in whole or in part he will pay all taxes, assessments and other charges that may be levied or assessed upon, or against the said premises, or on this mortgage, or on the debt secured thereby, when due and payable according to law and before they become delinquent.

THIRD. That they will keep all the improvements erected on said premises in good order and repair, and will not do or permit waste of the premises hereby mortgaged.

FOURTH. That so long as said notes shall remain unpaid in whole or in part he will keep the building now erected, or any which may hereafter be erected on said premises, insured against loss or damage by fire to the extent of the outstanding indebtedness hereunder in some company or companies acceptable to said mortgagee, and for the benefit of said mortgagee, and will deliver the policies and renewals thereof to said mortgagee.

And it is further expressly understood and agreed between the parties as follows:

FIRST. Should the said mortgagors their heirs, legal representatives or assigns, fail to pay any part of said principal sum or the interest thereon, as the same becomes due, according to the tenor and effect of said note or fail to perform any of the covenants and agreements therein contained on the part of the mortgagor, to be kept and performed, then, and in any of such events, the entire debt remaining secured by this mortgage shall at once become due and payable if the holder thereof so elects, and all notice of such election is hereby waived.

SECOND. Should the said mortgagors, their heirs, legal representatives or assigns, fail to make payment of any taxes, assessments, fire insurance premiums and other charges payable by them the said mortgagee may, at its option, make payment thereof, and the amounts so paid with interest thereon at five & $\frac{1}{2}$ (5½%) per cent. per annum shall be added to and become part of the debt secured by this mortgage without waiver of any right arising from breach of any of the covenants and for such payment with interest as aforesaid, the premises hereinabove described, as well as the mortgagors their heirs, legal representatives and assigns, shall be bound to the same extent that they are bound for the payment of the notes herein described.

THIRD. If default shall be made in the payment of the said note, hereinabove mentioned, or of any part of either, at the respective times herein specified for the payment thereof, or if default be made by the mortgagor in the performance of any of the covenants or agreements contained in this mortgage, the said mortgagee, its successors or assigns, shall have the right forthwith