

## MORTGAGE OF REAL ESTATE

WALKER, EWANS &amp; COGSWELL CO., CHARLESTON, S. C. 14686-8-13-40

W. 26.85 chains to chains to stake; thence N. 74-45 E. 17.70 chains to stake; thence N. 52 E. 5.25 chains to stake; thence S. 25-20 E. 23.60 chains to stake in Rocky Branch; thence with Rocky Branch in a southerly direction approximately 13 chains to bend in branch; thence continuing with branch in a northwestern direction approximately 15 chains to the beginning point, bounded by lands of J. W. Norwood, Wm. Stenhouse, O. S. Bagwell, Rocky Branch, the branch separating the same from lands of J. J. McSwain, Henry Jones and Estate lands of Cox, this being the same tract of land conveyed to Alice A. James by J. C. Jones, November 13, 1925, said deed being recorded in Deed Book 105, Page 504, R. M. C. Office for Greenville County. Reference is hereby made to plat of survey made by C. M. Furman, Jr., Surveyor, Dated February 14, 1929, containing 64 acres more or less, and being the same real estate conveyed to The Union Central Life Insurance Company by deed dated January 18, 1937, and recorded in Book 183, Page 192 of the Deeds Records of Greenville County, South Carolina. When the market value or loan value, whichever is higher, at harvest time of  $\frac{1}{4}$  of all crops raised on the real estate described herein, exceeds the annual payments called for herein, the mortgagor will pay such excess to the mortgagee for application on the last maturing installment of principal, stopping the running of interest on the amount so paid. Such payments shall not relieve the mortgagor from continuing consecutive payments as in the note and this mortgage provided until the entire indebtedness is paid in full.

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

The right is hereby given by the mortgagor and reserved by the mortgagee, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the mortgagee, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

TO HAVE AND TO HOLD, All and singular the said premises unto the said THE UNION CENTRAL LIFE INSURANCE COMPANY of Cincinnati, Ohio, its successors and assigns forever.

AND we do hereby bind ourselves and heirs, executors and administrators, to procure or execute any further necessary assurances of the title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said THE UNION CENTRAL LIFE INSURANCE COMPANY of Cincinnati, Ohio, its successors and assigns, from and against us and our heirs, executors and administrators, and all other persons lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, That the said mortgagor will pay the note or notes secured according to their tenor and effect and to keep and perform all agreements, conditions and stipulations herein.

AND IT IS FURTHER AGREED, That the said mortgagor will pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate, when due, also all taxes assessed in South Carolina against the mortgagee, its successors or assigns on this mortgage, or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes, together with the interest on the debt secured hereby, does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the mortgagee; to deliver to the mortgagee, receipts showing payment thereof, and if not paid, the mortgagee may pay such taxes, liens or assessments, and this mortgage shall stand as security for the amount so paid with interest.

AND IT IS FURTHER AGREED, That the said mortgagor will keep the buildings now on or hereafter erected on said real estate insured, at the option and to the satisfaction of the mortgagee, and to deliver the policies and renewals thereof to said mortgagee with loss payable clause, satisfactory to said mortgagee, attached. In case of failure to keep said buildings so insured the holder of this mortgage may effect such insurance and this mortgage shall stand as security for the amount so paid with interest. The mortgagor hereby assigns and transfers to the mortgagee all right and interest in all policies of insurance carried or to be carried upon said buildings, and authorizes said mortgagee to collect for, adjust or compromise any losses under any insurance policies on said buildings and after deducting costs of collection, make application of the proceeds: (a) as a credit upon said note or notes, interest or repayment of any amount advanced under any of the covenants or agreements hereof, or (b) to the restoration of the improvements, or (c) to deliver same to the owner of said real estate.

AND IT IS FURTHER AGREED, By and between the parties hereto that said mortgagor shall keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date, and to commit or permit no waste, and especially no cutting of timber, except for making and repairing the fences on the place, and such as shall be necessary for fire wood for use of the mortgagor's family, or the tenants residing on the place and to keep within said improvements all heating, lighting, refrigerating and all other fixtures and appliances now in or that may hereafter be placed therein.