MORTGAGE OF REAL ESTATE

49298 PROVENCE-JARRARD CO.-GREENVIL

- 3. It is also Covenanted and Agreed, that the said Mortgagor, his agents, and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee, or holder hereof, shall be the judge as to the same as to whether it impairs the said security.
- 4. It is also Covenanted and Agreed, that in case of default in payment under any of the conditions of the said Note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder hereof.
- 5. It is also Covenanted and Agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said Mortgagee or his Heirs, Executors, Administrators or Assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Mortgagee as part of his security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said Receiver shall be applied to the payment of the said above mentioned debt.
- 6. It is also Covenanted and Agreed, that in case the said debt, or any part thereof, is established by any action for foreclasure or of debt on the said NOTE that the said Mortgagee in addition to the said debt shall also recover of the said Mortgagor all attorney's fees incurred not to exceed Ten per cent. of the amount of this debt and interest, or in case the said Note and mortgage shall be placed with an attorney for collection, all attorney's fees shall be due and collectable as a part of this debt and stand secured by this mortgage.
- 7. It is also Covenanted and Agreed, that the said Mortgagor shall hold and enjoy the possession of said premises until default of payment as herein provided or a breach of some of the covenants and agreements herein shall be made.

WITNESS my Hand and Seal this the 27th day of April A.D., 1946, Nineteen Hundred Forty-Six Signed, Sealed and Delivered in the presence of:

W. K. Childers

George F. Harley (L.S.)

Vivian West

THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

PERSONALIY appeared before me Visian West and made oath that she saw the within named George F. Harley sign, seal and as his Act and Deed deliver the within written Deed, and that she with W. K. Childers witnessed the execution thereof.

SWORN TO before me this 27th

Vivian West

day of April A.D., 1946

W. K. Childers (L.S.)

Notary Public for South Carolina

NO DOWER

#8797 By:EC