

the date of payment, and their payment may be enforced in the manner herein provided for enforcing the payments of the aforesaid note

Parties of the First Part also agree to pay forthwith all taxes, charges, and assessments, State, County, or Municipal, of any and every kind on said above described land and premises as the same become due and payable, and before the same become delinquent, and to keep all buildings and other improvements on said premises in good repair, and neither to commit nor suffer any waste upon said premises, nor to do any other act whereby the property herein conveyed shall become less valuable.

And should the Parties of the First Part fail to pay such taxes or assessments before they become delinquent, the Beneficiary is hereby authorized to pay same, together with any and all advances made, or expenses incurred, to protect said property or on account of said property, with interest thereon, and the amounts so paid shall become a lien or charge upon said property, and their payment enforced in the manner provided for enforcing the payment of said note.

If said note and interest be paid when due, and the agreements herein provided be faithfully performed, and nothing is owing under the provisions of this deed, then this conveyance ceases and becomes null and void, and release and satisfaction thereof will be made at the cost of the Parties of the First Part, but in case of the nonpayment of the principal and interest, or any part thereof, at the time the same becomes due, or in case of failure to perform all and singular the terms, agreements, covenants, and agreements in the note, or this deed of trust, then the principal debt herein secured may be declared due and payable without notice, and the said Party of the Second Part, as Trustee, or his successors in trust, or assigns, is hereby empowered and authorized, upon the request of the Beneficiary, their heirs, and assigns to advertise said property once a week for three consecutive weeks, the first notice at least twenty-one days prior to the date of sale, giving notice of the time, place, and terms of sale in some newspaper published in the County of GREENVILLE, State of S. C., and to sell the same at the front door of the Court House of GREENVILLE County, in GREENVILLE County, S. C., at public auction, to the highest and best bidder, for cash, in bar of all equities of redemption, homestead, dower, and all other rights of exemptions of every kind, of the Parties of the First Part, all of which are hereby expressly waived. And the Parties of the First Part hereby waive the necessity of said trustee, or his successors in trust, or assigns, making oath, filing inventory, or giving bond as security for the execution of this trust, as required by the laws of the State of Tennessee. Upon such sale said Trustee or his successors or assigns, is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser or purchasers in quiet and peaceable possession of said premises.

In case of the sale of said land and premises under this deed of trust, the proceeds shall be applied by the Trustee as follows; First, to the payment of the costs and expenses of executing this trust, including a five per cent commission to the Trustee, and any and all sums the Beneficiary, their heirs, or assigns, or the Trustee, may have expended or become liable for on account of the cost of litigation, attorney's fees, taxes, insurance premiums, or any advances made, or expenses incurred on account of the aforesaid property, with interest thereon; Second, to the payment of said note and interest, or any balance due thereon in full; and the balance; if any, the Trustee will hold subject to the order of the Parties of the First Part, their heirs, executors, administrators, or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing powers and trust deed may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor or successors to execute this trust, and the title herein conveyed to the aforesaid Trustee shall be vested in said successor or successors, which appointment shall be in writing, and shall be duly registered in the Register's office of GREENVILLE County, S. C., and said power of appointment shall be exercised as often and whenever necessary, and the exercise thereof at any time shall not be an exhaustion thereof.

It is a condition of this conveyance that the Parties of the First Part are to retain possession of the property hereby conveyed, and to receive and use the rents, issues, and profits therefrom until default in the payment of the principal or interest when the same shall mature as aforesaid, but from and after such defaults the rents, issues, and profits shall become due and payable to the Trustee, or to the owner of the note secured hereby if demand is made for same, or in the event of such default the Party of the Second Part, in addition to his power of sale, as above stated, shall have the right to proceed in a court of equity to foreclose this trust deed, and shall be entitled to the appointment of a receiver to collect the rents, issues, and profits pending such suits.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands the day and year first above written.

*Mary E. Sabath Rimmer*  
witness

*Henry W. Brockman*  
HENRY W. BROCKMAN

*Mary E. Whitaker*  
witness

*Faye C. Brockman*  
FAYE C. BROCKMAN