

5. AND IT IS FURTHER COVENANTED, That the said mortgagor, its agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

6. AND IT IS FURTHER COVENANTED, That in the event the mortgagor, its successors and assigns, does not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the mortgagee, or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof, and the same shall draw interest from the time of said payment for said repairs at the rate of nine (9%) per cent, per annum, and shall, with interest, be conveyed by the security of this mortgage.

7. AND IT IS FURTHER COVENANTED, That in case of any litigation between the parties to this mortgage, the said mortgagor shall not deny the corporate character of the said Aiken Loan & Security Company nor require any proof of each corporate character or such agency.

8. AND IT IS FURTHER COVENANTED, That in case of default in payment under any of the conditions of the said note, or failure to pay any of the taxes hereinbefore specified, or to perform any of the other covenants of this mortgage, the said Aiken Loan & Security Company may, at its option, treat the whole principal as due with the interest thereon up to said time, and thereafter at the rate of ten (10%) per cent, per annum.

9. AND IT IS FURTHER COVENANTED, That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the note, or in case of collection by an attorney, that the said Aiken Loan & Security Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the attorney of the said Aiken Loan & Security Company for his services in said action, not to exceed ten (10%) per cent of the amount unpaid and decreed to be payable—such fee to be incorporated in the judgment in said action and to be secured thereby.

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