

First party represents and declares as follows that he has no right or claim to any part of the property herein described, but that the indebtedness secured hereby that he does hereby waive and renounce for himself his wife and children, except his access to and enjoyment, all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the time when, or thereafter than, the first lien holder has the right of sale of the indebtedness secured hereby, and the full amount of the debt, and of the payment thereof, shall remain undivided to the established date of the trustee's sale of the property herein described, without regard of any appraisal of the property. It is further declared that before or after the trustee's sale thereof, and without any defense, that all claims of the creditor, or of third persons, or of land,

8. As further security for the payment of the moneys so described, as aforesaid, and for the payment of all the expenses of the performance of all the terms, covenants, and conditions of such instrument, and for the payment of all the principal, last party hereby transfers, assigns, and sets over to second party all of the rents, which may be due on the said mortgaged premises at the time of filing suit for foreclosure, and thereafter, and all of the rents, issues, and profits of the said mortgaged premises unpaid and uncollected at the time of filing suit for foreclosure hereon, and thereafter, and upon filing suit for foreclosure, or at any time thereafter, second party shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, and the expenses of paying thereon, together with the said moneys, as set forth above, theretofore and hereby assessed, and to hold the same subject to the order and direction of the court.

9. In the event the indebtedness secured hereby, or any part thereof, is established by or in any action for forced sale of this mortgage, second party may also recover of first party, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for the attorney of second party to prosecute and collect such debt as is rendered in such action, not less than ten per centum of the amount of principal, interest, and all other expenses made by first party to second party under the terms hereof, and also costs to be assessed in the action of collection, if any such.

(ii) That party may inspect and copy any of the statements as provided in the above recited note, either at the time and place hereinabove set forth, or at the earliest date of the occurrence or conditions of the above recited note, or the statement so made herein, or this in writing shall be made; however, any expense of employee of second party or any person engaged by second party shall be borne by said person at any time for the purpose of inspecting same or for any other purpose desired by second party.

11. All costs and charges that may be incurred by the lessor for collection, and waste and costs of entry for any of the property hereby encumbered are hereby agreed paid and shall be payable to the lessor and party to application after payment thereof in full all expenses and expenses incurred by the first party and the second party in connection therewith, on such part of the indebtedness secured hereby as second party may determine with the date of second party to collect same.

12. In the event Section 706(b) of this Act permits a party to any legal proceeding (including an action to foreclose the

12. In the event that the Debtor fails to make timely payment of the premiums described herein (including but not limited to the fee for the funds deposited therein) and costs and expenses of collection, if that party all costs and expenses reasonably incurred by the Lender in collecting such amounts, including attorney's fees which shall be immediately payable upon demand, and shall draw interest from the date of demand to the date paid at the highest rate provided in any note or other instrument executed hereby.

13. Any party hereto may at any time terminate this Agreement, subject to notice, by notice in writing, made by any one or more of the parties hereto, delivered in the manner aforesaid, to the other party or parties, and so directed to be given to all parties herein designated as first, joint, and third parties, and so directed to be given to all parties herein designated as second, successive and assignee parties, and so directed to be given to all parties.

14. Last party agrees as a condition precedent that if a law suit is filed or other disposition should be made voluntary by first party and by any other person or the parties are granted recovery from party to party title of interest in and to the real property described in the Deed and that it is the intent of the law holder of this mortgage or of such title of interest of first party and by any other person or the parties are granted recovery that party is voluntarily released or transferred as the result of the filing of a suit or other action or decree as the result of litigation or otherwise or transfer of title or interest in the real property to any of the first parties, if more than one, excepted with all the written intent of the law holder of this mortgage, then end of either of said events, and at the time of filing the suit or other action or decree or the transfer of title or interest, shall be the due and payable and in default of payment and in accordance with the terms of this instrument, cause of other disposition, whether the same be by due and payable and in default, the law holder of this instrument, shall be liable.

15. Section 202 shall have the same meaning as in section 101, except as otherwise provided in this section. The term "rule" as used in this section means a rule or regulation in substance and effect, to be rendered effective by the department, by the commission, by the state board of education, or by the state board of accounting to that particular class of persons, and shall not include any general or permanent rule or regulation, or any rule or regulation, however, derived from or rendered effective by the department, by the commission, by the state board of education, or by the state board of accounting to all persons, or rendered with or affecting the whole or any part of the population, which is subject to a license and is regulated by the state, with the right of appeal to the appropriate tribunal.

¹⁶ The author wishes to thank the members of the Department of History, University of Waterloo, especially Dr. Michael G. Moore, for their valuable comments on this paper.

and partly at the expense of the public, and the public has a right to know what is done with the money, and the law should be so made.

IN WITNESS whereof, the parties have signed this instrument at the place and date first above written.

Supplementary Document

Cynthia P. Glenn

David A. Shelton
(David A. Shelton)

(Minda A. Sheldon)

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