

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case Brent Lee McMillan

fail to do so, the said Mortgagee, his Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse Verlon Davis

for the same, together with interest on the amount so paid, at the rate of nine (9) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if Brent Lee McMillan the said mortgagor do and shall well and truly pay, or cause to be paid, unto the said Verlon Davis the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said promissory note and all sums of money provided to be paid by the Mortgagor, his Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that

Brent Lee McMillan to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this mortgagee is made a party, or in the event of the bankruptcy of the mortgagor, or in assignment by the mortgagor for the benefit of creditors, the said Mortgagor Brent Lee McMillan, his Heirs, Executors, Administrators or

Assigns, shall be chargeable with all costs of collection, including ten per cent. of the principal and interest on the amount involved as Attorney's fees, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

Witness my Hand and Seal, this 9th day of TWO April in the year of our Lord one thousand nine hundred and 79 and in the 99th hundred and third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

J.B. Johnson  
Linda Willard

Brent Lee McMillan (L.S.)  
Brent Lee McMillan

(L.S.)

The State of South Carolina,  
COUNTY OF Spartanburg

PERSONALLY appeared before me, J.B. Johnson and made oath that he saw within-named Brent Lee McMillan sign, seal and as his act and deed, deliver the within Deed; and that he with Linda Willard

witnessed the execution thereof. SIVORN to before me, this 9th day of April D. 1979

Linda Willard  
Ken 99-89

J.B. Johnson

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