- 13. That should Mortgagor assign, sell, lease, transfer or encumber said property or any interest therein, voluntarily, involuntarily, or otherwise, or should he abandon said property or become an incompetent or be declared a bankrupt, or an insolvent or make an assignment for the benefit of creditors, or fail to keep, perform and comply with any covenant, warranty or condition in this instrument contained or referred to, without the consent of Mortgagee, or upon the death of Mortgagor, Mortgagee may declare the amount unpaid immediately due and payable and thereupon exercise any remedy provided herein or by law.
- 14. That, without in any manner affecting the right of Mortgagee to require and enforce performance at a subsequent date of the same, similar or any other covenant, agreement or obligation herein set forth, and without affecting the liability of any person for payment of any indebtedness secured hereby, and without affecting the lien created upon such property or the priority of said lien, Mortgagee is hereby authorized and empowered at its option and at any time to (1) waive the performance of any covenant or obligation herein or in said note or loan agreement contained, (2) deal in any way with Mortgagor or grant to Mortgagor any indulgence or forbearance or extensions of the time for payment of any indebtedness hereby secured, (3) execute and deliver partial releases of any part of said property from the lien hereby created.
- 15. That wherever the context hereof requires, the masculine gender as used herein shall include the feminine and the neuter, and the singular number as used herein shall include the plural.
- 16. Any notice, consent or other act to be given or done by the Mortgagee under this mortgage shall be valid only if in writing and executed or performed by the Secretary of Agriculture or his duly authorized representative.
- 17. All notices to be given under this mortgage shall be delivered or forwarded by registered mail, addressed in the case of the Mortgagee to Farm Security Administration, Department of Agriculture, Montgomery, Alabama, and in the case of the Mortgagor to him at the post office address of the real estate secured by this mortgage.
- 18. That Mortgagor hereby assigns to Mortgagee any and all rents, profits and other revenues and incomes of or from this said property and Mortgagor does hereby authorize and empower Mortgagee (1) to take possession of said property at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and to rent the same for the account of Mortgagor and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by Mortgagee and production of this mortgage, without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenues therefrom during said default and the period of redemption. All rents, profits and other revenues collected as herein provided by either the Mortgagee or the Receiver shall be applied, after deduction for all costs of collection and administration upon the mortgage debt in such manner as the Mortgagee or the court may direct; Provided, however, that if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.
- 19. All rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee may be exercised on behalf of the Mortgagee by the Secretary of Agriculture, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representatives.
- 20. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien, hereby created or its priority or any right of Mortgagee hereunder (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, or (2) to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, and any other necessary costs and expenditures for the preservation and protection of this lien, or (3) to pursue any remedy for it by law provided; PROVIDED, HOWEVER, that each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of tile to and survey of said property, reasonable attorney's fees, court costs and other expenses incurred in enforcing the provisions thereof, with interest at three per cent (3%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand, in lawful money of the United States, at Montgomery, Alabama, or at such other place as Mortgagee may designate.
- 21. Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws existing at the time of the commencement thereof, and said property may be sold on terms and conditions satisfactory to Mortgagee.
- 22. Should this said property be sold under foreclosure: (1) Mortgagee or its agent may bid at such sale and purchase said property as a stranger: (2) Mortgagor will pay a reasonable attorney's fee to Mortgagee for the foreclosure thereof, together with any other costs, fees, and expenses incurred in connection therewith; (3) Mortgagor does hereby expressly waive and release all rights and equity of redemption, all present and future valuation or appraisement laws and, as against the indebtedness hereby secured, Mortgagor waives all exemptions which he has or to which he may be entitled under the Constitution and laws of the State of South Carolina.

Given under my hand and seal, this the 6th	day of	February	19_43	
	And the second of the second o			
gned, sealed and delivered in the presence of:	and the second			
				*
L. M. Verdin		Berry	L. Knight	(SEAL
Witness			(Husband)	
C. M. Gaffney, Jr.				
Witness			(Wife)	(SEAI
HE STATE OF SOUTH CAROLINA				
ounty of Greenville )ss.				1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Before me, C. M. Gaffney, Jr. L. M. Verdin		Notar	v Public of South Carolina	nersonally annear
L. M. Verdin		and made of	th that he s	aw the within nam
Berry L. Knight	sign seal a	nd as his	act and deed delive	aw the within weitt
ortgage for the uses and purposes herein mentioned, and that he				
tnessed the execution thereof, and subscribed their names as witnesses		\$ 1		
WORN to and subscribed before me, this_6th			An Air Air	
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C. M. Gaffney, Jr.  Notary Public of South Carolina  SEAL)	en e		withess	
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OUNTY OF Greenville				
I, John Henry Kellett	, Note	ary Public of South (	Carolina, do hereby certify t	into all whom it m:
ncern that Mrs. Mabel Turner Knight	, the	wife of the within r	amed Berry L. R	night
, did	this day appear befo	re me, and, upon bein	g privately and separately	examined by me, c
clare that she does freely, voluntarily, and without any compulsion	n, dread or fear of	any person or perso	ns whomsoever, renounce,	release, and forev
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(VEN under my Hand and Seal, this 8th )		ing tagan ang tagan Tagan ang tagan ang		en e
February 19443		Moh	la Turner Knicht	
y 01-4		BAU	le Turner Knight Signature of Wife	Mariana
John Henry Kellett  Notary Public of South Carolina			Signature of Whe	
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