

MORTGAGE OF REAL ESTATE

WALKER, EMANS & COGSWELL CO. CHARLESTON, S. C. 14588-9-13-40

In order to comply with the provisions of Section 8712-2 of the 1934 Supplement to the Code of South Carolina, it is expressly stipulated that future and further advances, if any, as well as other indebtedness to said mortgagee represented by other promissory notes, open accounts, or otherwise, to be secured by this instrument and the property described herein, shall not be in excess of the additional sum of \$2,000.00; it being understood that the mortgagee is under no obligation to make any such future advances in any sum whatsoever.

To Have and to Hold, all and singular the said Premises and said goods and chattels unto the said Mortgagee forever. And do hereby bind the said Mortgagor to warrant and forever defend all and singular the said Premises and said goods and chattels unto the said Mortgagee from and against said Mortgagor and every other person whomsoever lawfully claiming or to claim the same, or any part thereof.

And It Is Agreed, by and between the said parties that the said Mortgagor shall so long as any indebtedness secured hereby remain unpaid, keep said Premises and said goods and chattels in as good condition as they now are, pay all taxes and assessments that may be assessed or levied upon the same as and when they shall become due, and keep the improvements on said Premises and said goods and chattels insured in some insurance company or companies satisfactory to the Mortgagee against loss by fire or/and tornado, in such sums as may be required by the said Mortgagee, from time to time, but not exceeding the indebtedness hereby secured, with Standard New York Mortgage Clause or at Mortgagee's option, with Loss Payable Clause, payable to the said Mortgagee as its interest may appear, and shall deliver the policies or certificates of insurance to the said Mortgagee.

If the said Mortgagor fails to pay off any tax or assessment that is a lien on said property before the same becomes delinquent, or any interest or principal payment due on any incumbrance on said property which is superior to the lien or interest hereby created when the same becomes due or any insurance premium for insurance on said property when due, or to provide the said fire or/and tornado insurance, the same may be paid or provided by the Mortgagee, and any sum so paid by said Mortgagee shall be added to and become a part of the principal debt hereof and shall draw interest at the rate of six per cent per annum from the date of payment and shall become part of the principal secured by this mortgage.

If the said Mortgagor fails to perform any of the obligations assumed under this contract, or fails to pay any installments of principal or interest represented by said note or notes secured hereby, or either of them at maturity, when due, or any future or further advances made by said Mortgagee, or other indebtedness to said Mortgagee, represented by other promissory note, notes or otherwise; or shall fail to pay any taxes or assessments lawfully levied against the above described property when respectively due, or any interest or principal payment due on any incumbrance on said property which is superior to the interest or lien created hereby when the same becomes due, then and in any one of such events the entire indebtedness hereby secured, then unpaid, shall at once mature and become due and payable at the option and election of the holder hereof and said holder shall have the right to proceed as if such indebtedness had matured in normal and ordinary course.

Provided, Always, Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the Mortgagor do and shall well and truly pay, or cause to be paid, unto the said Buckeye Cotton Oil Company 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 Note or Obligation and Condition thereunder written, and all sums of money be provided to be paid by the Mortgagor, 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 the Mortgagor is 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 is foreclosed, or be put into the hands of any Attorney for collection, suit, action or foreclosure, the said Mortgagor 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.

It is further agreed that as a further security for the payment of the Note or Obligations, for the performance of all the terms of said note and all the conditions and covenants of this mortgage, that the Mortgagor hereby assign, set over and transfer to the Mortgagee, all of the rents and income of the Premises herein described for each and every year that the same remains unpaid, after default, together with all rights and remedies for enforcing collection of same; and that upon filing suit for foreclosure, or at any time thereafter, the Mortgagee, shall be entitled to have a receiver appointed to take charge of the Premises and said goods and chattels

See Book 773 Page 476