49298 PROVENCE—JARRARD CO.—GREENVILLE

Heirs and Assigns from and against me and my Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof. PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor - -do and shall well and truly pay or cause to be paid unto the said Mortgagee- -, or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note- -; and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor, his Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee- -in a sum not less than the insurable value thereof in - - - - - - - - - - - - -Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee - -, and in case that he fail to do so the said Mortgagee, his Executors, Administrators or Assigns may cause the same to be done and reimburse himself for the premiums and expenses with interest thereon at the rate of 8 per cent. and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said Mortgagor shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 8 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor , his agents and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee, or holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. It is also Covenanted and Agreed, that in case of default in payment under any of the conditions of the said Note --, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said Mortgagee or his Heirs, Executors, Administrators or Assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Mortgagee --as part of his security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said Receiver shall be applied to the payment of the said above mentioned debt.

6. It is also covenanted and Agreed, that in case the said debt, or any part thereof, is establish -ed by any action for foreclosure or of debt on the said NOTE- - -that the said Mortgagee - - - in addition to the said debt shall also recover of the said Mortgagor - - - -all attorney's fees incurred not to exceed Ten per cent. of the amount of this debt and interest, or in case the said Note - - -and mortgage shall be placed with an attorney for collection, all attorney's fees shall be due and collectable as a part of this debt and stand secured by this mortgage.

7. It is also Covenanted and Agreed, that the said Mortgagor - -shall hold and enjoy the possession of said premises until default of payment as herein provided or a breach of some of the covenants and agreements herein shall be made.