MORTGAGE OF REAL ESTATE

KEYS FTG. CO., GREENVILLE, S. C

shall and will pay all taxes and assessments charged against the said real estate before same shall become delinquent; and in case of failure topay said taxes as herein agreed, or toprocure and maintain the insurance and assign and deliver the policy as herein provided for, the lawful holder of this Mortgage may at option, pay such taxes and assessments, and procure and maintain such insurance, and collect the sums so paid with seven per cent. interest per annum, from date of such payment under this Mortgage.

AND IT IS FURTHER AGREED That the said Mortgagor, her heirs, Executors, Administrators, or assigns, shall not do or suffer any act to be done in, upon or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as

security for the said debt.

AND IF THE SAID PROPERTY be or become incumbered by any lien or charge of any kind which is prior hereto, or if there be outstanding at the time of execution hereof any valid judgment, unsatisfied against said Mortgagor or any predecessor in title, the said Mortgagee or lawful helder hereof, may at option, pay off said lien, charge or judgment and the amount so paid with legal interest thereon from date of such payment shall become so much additional indebtedness secured by this Mortgage and be payable upon demand.

AND IT IS FURTHER AGREED That all necessary costs, expenses and reasonable Attorney's fees incurred by said Mortgagee, or the lawful holder hereof, by reason of having been made party to any suit or suits on account of being holder hereof, or any suit in any Court to which it may be necessary to interplead to protect the lien hereof, or its priority, together with lawful interest thereon from date of such payment, will become so much additional indebtedness

secured hereby and be payable upon demand

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I, the said Mortgagor, my heirs, Executors, Administrators, or assigns, do and shall well and truly pay, or cause to be paid, unto the said Mortgagee her successors or heirs, Executors, Administrators or Assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, a coording to the tenor of said note and coupons, and all insurance premiums, taxes or assessments, moneys advanced in the payment or discharge of liens, or judgments, costs, expenses and Attorney's fees as aforesaid, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void. But in case of the non-payment of any portion of the interest on the said debt, or non-payment of the said debt at maturity, or in case the Mortgagor, her heirs,  $^{
m E}$ xecutors, Administrators, or assigns, shall neglect or fail to pay the taxes or assessments upon the said property, or to insure the house or building and keep the same insured as aforesaid, or shall do or suffer any act to be done in, upon or about the said premises whereby the value of said mortgaged property , ev-to-insure-the-house-or-build upon-gr-about-the-e-id-promisee-hvereby-the-value-ef-eadd-novigade-property shall be impaired or weakened as security for said debt, or on failure to pay the said sums so advanced or expended in payment of liens or judgments, costs, expenses and Attorney's fees aforesaid upon demand, the whole amount of the said debt, including principal and interest, taxes and insurance premiums paid, moneys advanced in payment of liens, charges, judgments, costs, expenses and Attorney's fees as aforesaid, at the option of the lawful holder hereof, shall become due and collectible at once, anything hereinbefore or in said obligation contained to the contrary notwithstanding.

AND IT IS AGREED, by and between the parties, that in case of foreclosure of this Mortgage, by suit or through an Attorney, the lawful holder hereof shall recover of the Mortgagor, --her beirs, Executors or Administrators, fifteen (15) per cent of the amount owing as counsel fees, which shall be secured by this Mortgage and included in the Judgment of foreclosure.

WITNESS my hand and seal, this 29th day of July in the year of our Lord One Thousand Nine Hundred and forty six -Signed, sealed and delivered in the presence of W. J. McLeod, Jr. Ellabeth Cummings

Kathryn E. Johnson

STATE OF SOUTH CAROLINA **ECCUNTY** OF COLLETON,

PERSONALLY appeared before me Elizabeth Cummings and made oath that she saw the within named Kathryn E. Johnson sign, seal, and as her act and Deed, deliver the within written Deed, and that she with W. J. McLeod, Jr. witnessed the execution thereof.

SWORN to and subscribed before me this 29th day of July 1946. W. J. McLeod, Jr. (SEAL)

Elizabeth Cummings