

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or pertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said JEFFERSON STANDARD LIFE INSURANCE COMPANY its successors and assigns forever. And *myself* and *my* heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said JEFFERSON STANDARD LIFE INSURANCE COMPANY, its successors and assigns against *myself* and *my* heirs, and against every person, 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 the said *Thomas A. Julian* do *not* and shall well and truly pay or cause to be paid unto the said JEFFERSON STANDARD LIFE INSURANCE COMPANY, its successors or assigns, the said debts and sums of money aforesaid, with interest thereon if any shall be due, according to the true intent and meaning of this instrument and of the said note and the conditions therein written, then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is covenanted and agreed that all times during the continuance of this mortgage and until said mortgage shall be fully paid or released, the mortgagor will keep the buildings on said premises ~~the same~~ *as the same are now or hereafter shall be* insured against fire, lightning and such other casualty, ~~risks and perils~~ *risks and perils* in such responsible insurance company or companies as shall be satisfactory to the mortgagee, ~~in the amount of~~ *in the amount of* ~~the full value of the premises~~ *the full value of the premises* with a mortgagee and subrogation clause satisfactory to the mortgagee attached to said policy or policies of insurance; that if a greater amount of insurance is placed upon the said buildings than the amount aforesaid, all such insurance shall be made payable in case of loss as aforesaid and with like subrogation clause; that all of said insurance policies shall be at all times deposited with the mortgagee and that all premiums on all of the policies of insurance shall be promptly paid when due. In case of loss and payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged buildings as the mortgagee may elect. And it is further covenanted and agreed that in the event that the mortgagor shall fail to pay any premiums for insurance upon said buildings, then the mortgagee or its assigns shall have the right to insure said buildings and to pay the premiums therefor and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of *seven* per cent per annum.

It is further covenanted and agreed that ~~the said mortgagor shall procure or cause to be procured from the mortgagee or some other reliable life insurance company a policy or policies of life insurance of a kind satisfactory to said mortgagee to the amount of~~ ~~the full value of the premises~~ *the full value of the premises* and will pay or cause to be paid as they become due all premiums on said policy or policies until the debt secured hereby is paid, and as additional collateral for the indebtedness hereunder secured will keep said policy or policies constantly assigned to said mortgagee in accordance with the terms of a form of assignment to be furnished by said mortgagee; the mortgagor shall pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property without regard to any law heretofore enacted imposing payment of the whole or any part thereof upon the mortgagee; that upon violation of this undertaking or the passage by the state of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee; or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the mortgagor as herein provided, to pay any taxes or assessments is legally inoperative, or is illegal, then and in any such event the debt hereby secured, without deduction, shall at the option of the mortgagee become immediately due and collectible notwithstanding anything contained in the mortgage or any law hereafter enacted. The mortgagor agrees not to suffer or permit all or any part of said taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein to be sold for taxes, and further agrees to furnish annually to the mortgagee, on or before the 15th day of November, the certificate of the proper authority, showing full payment of all taxes and assessments. And it is agreed that in the event that the mortgagor shall fail to pay said taxes or assessments, that the mortgagee or its assigns shall have the right to pay the same and the sums so paid shall stand secured by the mortgage and shall bear interest from the date of payment at the rate of *seven* per cent per annum.

And it is covenanted that if the said mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon the mortgagee or its successors or assigns for or on account of this loan, either by the state or county, or for local purposes, the mortgagee or its successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the mortgagor or the person or persons claiming or holding under the mortgagor, shall at once pay the entire indebtedness secured hereby.

And it is further covenanted and agreed that in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection, or be collected by legal proceeding, the further sum of ten per centum on the amount then due shall be paid by the mortgagor or the person or persons claiming through or under the mortgagor, for attorney's commissions; and also in addition thereto, there shall be paid a reasonable counsel fee, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagor to keep and perform all of the covenants and conditions hereof, that then the mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue thereof, after deducting all expenses to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, and until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and its successors and assigns, to be applied to said indebtedness after first deducting the expenses of the collection thereof, all of which shall be without any liability whatsoever on the part of the mortgagee or its successors or assigns, for laches or neglect in collecting the said rents, income and profits.

And it is also covenanted and agreed that upon default in the payment of any of the installments of principal or any part of the interest thereon; or upon default in the payment of any of the sums of money secured hereby, or any part thereof; or on failure of the mortgagor to keep and perform any of the covenants or conditions hereon, that then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the lawful owner and holder of said note and of this security be and become due and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding; such option to be exercised without notice.

Should foreclosure proceedings be instituted hereunder on account of any breach or violation of the covenants herein contained, it is covenanted that the mortgagee shall have the right, without notice to the mortgagors, to make application for and to have a receiver appointed to take possession of and manage and control the mortgaged property pending foreclosure proceedings, for the purpose of renting, preserving, or protecting the same, and apply the net income therefrom to the preservation and protection of the mortgaged property and to the payment of the mortgage indebtedness in such manner as the court may direct.

And it is covenanted and agreed that no failure of the mortgagee or its successors or assigns to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of their right to exercise such option or to declare such forfeiture; either as to any past or present default on the part of the mortgagor nor shall any default as to the procurement of the insurance or payment of the taxes by the mortgagee as hereinabove provided, be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured, by reason of the failure of the mortgagor to procure such insurance or pay such taxes.

All appraisements and homestead laws are hereby expressly waived. Witness *my* hand and seal, this *1st* day of *November* in the year of our Lord, one thousand nine hundred and *forty* and in the *one hundred sixty fifth* year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of *Thomas A. Julian* (L. S.)
Patrick C. Tant (L. S.)
Margaret D. Smith (L. S.)

STATE OF SOUTH CAROLINA, }
County of *Greenville* } MORTGAGE OF REAL ESTATE
Personally appeared before me *Margaret D. Smith*
and made oath that *Thomas A. Julian* saw the within named *Thomas A. Julian*, sign, seal and as *his* act and deed deliver the within written deed, and that *she*
with *Patrick C. Tant* in the presence of each other witnessed the execution thereof.
Sworn to before me, this *1st* day of *November*, A. D. 19*40*
Patrick C. Tant *Margaret D. Smith*
Notary Public for South Carolina

STATE OF SOUTH CAROLINA, }
County of *Greenville* } RENUNCIATION OF DOWER
I, *Patrick C. Tant*, a notary public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. *Lennie M. Julian*, the wife of the within named *Thomas A. Julian* and this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named JEFFERSON STANDARD LIFE INSURANCE COMPANY, its successors and assigns, all her interest and estate, and also her right and claim of dower, of, in or to, all and singular, the premises within mentioned and released.
Given under my hand and seal, this *1st* day of *November*, Anno Domini 19*40*
(L. S.) *Patrick C. Tant* *Mrs. Lennie M. Julian* (L. S.)
Notary Public for South Carolina
Recorded *Nov. 6th*, 19*40* at *11:06* o'clock *A.* M.