

MORTGAGE OF REAL ESTATE

3726 PROVOSE-JARRARD CO.-GREENVILLE

the written consent of second party or his agent duly authorized in writing, and will not cause or permit any injury or change of any kind to or in any part of the premises, or any buildings, fences, fixtures, or improvements thereon.

6. First party will expend the whole of the loan secured hereby for the purpose set forth in the application therefor. It is represented and declared as a condition hereof by first party that, when the loan secured hereby is closed, there will be no outstanding and unsatisfied lien or encumbrance of any nature against the property herein described, except as described in covenant one above or with the written consent of second party or his agent duly authorized in writing.

7. If first party shall fail to procure and maintain insurance on said property as herein agreed, or after procuring the same, shall fail to pay the premium therefor, or if first party shall fail to pay any taxes, liens, assessments, or judgments, or amounts (both principal and interest) constituting, or secured by, a lien or mortgage prior to this mortgage, as and when the same shall become due and payable, as herein agreed, or if first party shall fail to keep the buildings and improvements, now on said land or hereafter placed thereon, in good order and condition, then, in any such event, second party may procure such insurance and pay the premium thereon, and may pay any unpaid premium for insurance procured by first party, and may pay any taxes, liens, assessments, judgments, or amount which should, under the terms of this instrument, be paid by first party, and may make or cause to be made any repairs necessary to place or keep the buildings and improvements on said land in good order and condition, and any sums so paid or advanced by second party for insurance premiums, taxes, liens, assessments, judgments, other encumbrances, or repairs shall be added to the principal debt hereby secured, and shall become part thereof, and the repayment thereof, with simple interest from the date of payment by second party, at the rate of five (5%) per centum per annum, shall be secured by this instrument in the same manner and to the same extent as the original debt hereby secured; and second party shall be subrogated to all rights of the person or persons to whom such payments may be made.

8. First party represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby that he does hereby waive and renounce for himself, his heirs, administrators, and executors all rights, that ^{or that may hereafter exist} now exist/under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any other reason.

9. If first party shall fail to pay any installment of principal or interest, at or before the date when the same shall become due and payable, or shall fail to procure and maintain insurance on the groves, orchards or buildings on said land, in accordance with the terms of this instrument, or to pay the premium on any insurance procured by first party when and as the same is due and payable, or shall fail to pay any taxes, liens, assessments, judgments or amounts (both principal and interest) constituting, or secured by, a lien or mortgage, prior to this mortgage, which may be or become a lien against the property, before or when the same shall become due and payable, or if the buildings, fences, and other improvements on said land are not kept in good condition, or if injury or waste is committed or permitted to or on the said property or the buildings, fences, fixtures, or improvements thereon, or if any fixtures or improvements are removed from or changed on said property, or if any trees or timber are cut for any purpose or worked for turpentine without the consent of second party, all in accordance with the covenants herein contained, or if first party shall fail to keep or perform or shall violate, any other term, condition, or covenant of this instrument, or of any other instrument securing said note, or any provision of Part 3 of the aforesaid Act of Congress or any amendment thereto, or any of the rules and regulations issued or that may be issued by second party or his successors, acting pursuant to the aforesaid Act of Congress, or any amendment thereto, any such act, omission, condition, violation, or event shall constitute a default of the part of first party, and second party shall have the right immediately, at his option, to exercise any right, power, and privilege, and to pursue any remedy herein provided for in case of default, and any other authorized by law.

10. In the event of any default by first party under the terms of this instrument, the entire debt secured by this instrument, including principal remaining unpaid and interest thereon, and all sums paid or advanced by second party for taxes, liens, assessments, judgments, or amounts (both principal and interest) constituting, or secured by, a lien or mortgage prior to this mortgage, or for insurance premiums or repairs, or otherwise shall at the option of second party at once become due and payable without notice, and second party shall have the right to proceed forthwith to foreclose this mortgage. The purchaser at the foreclosure sale shall not be responsible for the proper disbursement of the purchase money. Any waiver by second party of any condition, stipulation, or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of any similar or other act or acts, or omission or omissions, at any subsequent time. Where, by the terms and conditions of the said note or of this instrument or of any other instrument securing said note, a day or time is fixed for the payment of any money or