

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COCKRELL CO. CHARLESTON, S. C. JANES 10-12-42

covenant, with the mortgagee as follows, to wit:

FIRST; That the mortgagor will keep in full force and effect that certain policy of life insurance bearing register date November 1st, 1942 numbered AHO 11 560 497 issued by the mortgagee on the life of Georgia C. Arnold and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby; and will pay the indebtedness as hereinbefore provided, and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the mortgagee shall have power to sell the premises herein described according to law.

SECOND; And the mortgagor agrees to insure for the benefit of the mortgagee the houses and buildings upon the said premises and to keep the same insured against loss or damage by fire (and by tornado and war damage) not less than Fifty-Five Hundred (\$5,500.00) DOLLARS, in a company or companies satisfactory to the mortgagee, and to assign and deliver the said policy or policies of insurance, premiums paid, to the said mortgagee, said assignment to be in such form as it may require, all renewal policies to be delivered to the mortgagee at its principal office in the City of New York at least three (3) days before the expiration of the old policies, and that in the event the mortgagor shall at any time fail to effect such insurance or to deliver such policies, as aforesaid, then the said mortgagee may cause the same to be insured and reimburse itself for the premiums and expenses under this mortgage, with interest; and may proceed, at its option, to foreclose the same as though default in the payment had been made. In case of loss the amount received from such insurance shall be applied either on the indebtedness hereby secured or in rebuilding or restoring the damaged buildings as the mortgagee may elect.

THIRD; And it is hereby expressly agreed that the whole principal sum, or so much thereof as may remain unpaid, shall become due and payable at the option of the said mortgagee, after default in the payment of any instalment of principal or interest for thirty (30) days, or after default in the payment of any tax or assessment or water rate as the same become due and payable, or in the event the mortgagor shall fail to keep any policy of life insurance held as collateral security hereto in full force and effect, or in case of the actual or threatened demolition or removal of any building erected upon said premises, anything herein contained to the contrary notwithstanding.

FOURTH; And the said mortgagor, her agents and tenants shall keep the aforesaid premises in as good order and condition as they now are, and free of all liens and encumbrances for repairs or improvements or otherwise that might take precedence over this mortgage, and not commit any waste or any injury to such an extent as to impair the value of the same as a security for this loan and upon failure to do so, this mortgage to become foreclosable at the option of the mortgagee.

FIFTH; And the mortgagee shall also be at liberty, immediately after default herein, upon proceedings being commenced for the foreclosure of this mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises without notice, and the mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the mortgagee or the solvency of any person or persons liable for the payments of such amounts.

SIXTH; And the mortgagor does further covenant and agree, that in default of the payment of any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises, or any part thereof as the same become due and payable, or of any other prior liens or encumbrances and to deliver to the mortgagee on demand receipts showing such payments, it shall and may be lawful for the said mortgagee, without notice to or demand from the mortgagor, to pay the amount of any such tax, charge or assessment or liens, with any expenses attending the same, and any amounts so paid, the mortgagor covenants and agrees to repay to the mortgagee, with interest thereon, without notice or demand, and the same shall be a lien on the said premises, and be secured by the said note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the mortgagee so elect, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

SEVENTH; In the event of the passage after the date of this mortgage of any law of the State of South Carolina deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of collection of any such taxes, so as to affect this mortgage, the holder of this mortgage, and of the debt which it secures, shall have the right to give thirty (30) days' written notice to the owner of said land requiring the payment of the mortgage debt, and it is hereby agreed that if such notice shall be given, the said debt shall become due, payable and collectible at the expiration of the said thirty (30) days.

EIGHT; The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness