

TOGETHER WITH ALL AND SINGULAR the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining, and all buildings, structures and other improvements or any materials furnished under contract with LEEDS HOMES OF GREENVILLE, INC., for the purpose of improving the above described property now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom, hereby releasing all claims to homestead and dower herein.

TO HAVE AND TO HOLD, all and singular the said premises unto said LEEDS HOMES OF GREENVILLE, INC., its Successors and Assigns forever. And the Mortgagor does hereby bind themselves and their heirs, executors, and administrators, to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said LEEDS HOMES OF GREENVILLE, INC., its Successors and Assigns from and against the Mortgagor and their heirs, executors, and administrators, and all other persons lawfully claiming or to claim the same or any part thereof.

And it is agreed, by and between the parties hereto, that the said Mortgagor, their heirs, executors or administrators shall keep all buildings in good repair and abstain from the commission of waste on said premises, and shall insure the house and buildings on said property with fire insurance, with extended coverage or windstorm in a company or companies acceptable to the Mortgagee, and to keep same insured from loss or damage by fire or windstorm, and do hereby assign the policy of insurance to the said Mortgagee and in the event that the said Mortgagor may fail to do so, then the said Mortgagee may cause the same to be insured in the Mortgagor's name and reimburse itself for the premium and expenses of such insurance under this mortgage, with interest.

And if at any time part of said debt or interest thereon be past due and unpaid the Mortgagor hereby assigns the rents and profits of the above described property to said Mortgagee, or their heirs, executors, administrators or assigns, and agree that any Judge of the Circuit Court of said state may, at chambers or otherwise, appoint a receiver, with the authority to take possession of the said premises and collect said rent, profits, applying the net proceeds thereafter upon said debt, interest, costs, or expenses; without liability to account for anything more than the rents and profits actually collected.

If default be made in the payment of the above mentioned indebtedness or any part thereof or the interest thereon when it becomes due or the taxes as they become due, or the said insurance premiums, the whole amount evidenced by said note will become immediately due at the option of the holder hereof, who may sue thereon and foreclose this mortgage according to the Laws of South Carolina; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent of the indebtedness as attorney fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

In case mortgagor should abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings to be instituted to put him in involuntary bankruptcy, or should any proceeding be taken against the mortgagor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the holder, be declared due and payable.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if JAMES JONES and BOBBIE JONES, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee, the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note and mortgage, then this deed of bargain and sale shall cease determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the parties that said Mortgagor is to hold and enjoy the Premises until default of payment shall be made.

Witness our hand and seal, this 8th day of AUGUST, 1961

Signed, sealed and delivered in the presence of

Mick Osborne  
W. E. Smith

James Jones (SEAL)  
Bobbie Jones (SEAL)  
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(SEAL)

Two witnesses required to signatures