- 6. In the event of any default by first parties 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, insurance premiums, 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, and any waiver by second party of any condition, stipulation or convenant of this instrument, or of any violation thereof, shall not be construed as a waiver of any similar or other act, or acts, or omission, at any subsequent time. Where, by the terms and conditions of this instrument or of the note secured hereby, a day or time is fixed for the payment of any money or for the performance of any obligation or agreement, the time stated enters into the consideration and is of the essence of the entire contract.
- 7. As further security for the payment of the note herein described and for the performance of all the terms, conditions and covenants of said note and of this mortgage, first parties hereby transfer, assign and set over to second party, its successors and assigns, all of the crops sown or growing upon the said mortgaged premises at the time of any default hereunder and thereafter, and all of the rents, issues and profits of the said mortgaged premises unpaid and uncollected at the time of any such default, and thereafter and upon filing suit for foreclosure, or at any time thereafter, second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, and the crops sown or growing thereon, together with the said rents, issues and profits arising therefrom and hereby assigned, and hold the same subject to the order and direction of the court.
- 8. IN THE EVENT, That said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party, in addition to the said debt or so much thereof as shall be unpaid, may also recover of first parties, a reasonable sum for the attorney of the second party for professional services rendered in such action, not to exceed ten per cent of the amount of principal, interest and all advances made or liens paid by second party under the terms hereof then unpaid, such fee to be incorporated in the judgment of foreclosure in such action.
- 9. First parties shall hold and enjoy the said premises until default in payment of any of the installments as provided in said note or a breach of any of the covenants and conditions of this mortgage shall be made; however any agent or representative of second party may enter upon said premises at any time for the purpose of inspecting same or any other purpose desired by second party.
- 10. This mortgage is given to secure the purchase money or a part thereof, of the lands herein described and is executed and delivered contemporaneously with the deed therefor.
- 11. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law. All obligations of first parties herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of first parties; and all rights, powers, privileges and remedies herein conferred upon and given to second party shall extend to and may be exercised and enjoyed by the successors and assigns of second party and by any agent, officer, attorney, or representative of second party, its successors or assigns. Wherever the context so admits or requires, the singular number where used throughout this instrument shall also include the plural, and plural shall include the singular. In the event of any error or omission in this mortgage or the note which it secures, first parties shall promptly, on request of second party, execute a new note and mortgage to correct such error or omission, which new note or mortgage shall bear the date of this instrument.

WITNESS щy Hand and Seal , this the 12 th day of February in the year of our Lord nineteen hundred and Fifty-Two and in the one hundred and Seventy-Sixth year of the Sovereignty and Independence of the United States of America. Signed, Sealed and Delivered

STATE OF SOUTH CAROLINA,

COUNTY OF

Personally appeared before me

Louise D. Gentry

and made oath that he saw

the within named

Junius H. Garrison

sign, seal and as his act and deed deliver the within mortgage; and that she, with witnessed the execution thereof.

Warvin Grymes wing to and subscribed before

Parise D Dente

Recorded