6. Time is of the essence of said note and of this instrument. If first party fails to comply with any covenant, condition or agreement in this instrument or in the said note or in any reamortization, renewal, deferment, or extension agreement, second party may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

(a) Perform any one or more of the covenants of first party in this instrument and in the said note, and all amounts advanced by second party in doing so shall be due and payable by first party to second party immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by second party at the highest rate provided in said note.

(b) Declare all amounts secured by this instrument immediately due and payable without notice.

(c) Proceed immediately to foreclose this mortgage, and pursue such other remedies as may be authorized by law.

7. 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 now exist or that may hereafter 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.

8. 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 party hereby transfers, assigns, and sets over to second party all of the crops sown or growing upon the said mortgaged premises at the time of filing suit for foreclosure hereof and thereafter, and all of the rents, issues, and profits of the said mortgaged premises unpaid and uncollected at the time of filing suit for foreclosure hereof, and thereafter, and upon filing suit for foreclosure, or at any time thereafter, second party 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.

9. In the event said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party may also recover of first party, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for the attorney of second party for professional services rendered in such action, not less than ten per centum 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.

10. First party 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 or conditions of said note or this mortgage shall be made; however, any agent or employee of second party or any person designated by second party may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by second party.

11. All amounts that may hereafter be awarded for condemnation of, and waste and tortious injury to, any of the property hereby encumbered are hereby assigned and shall be payable unto second party for application, after payment therefrom of attorney's fees and expenses incurred by first party and by second party in connection therewith, on such part of the indebtedness secured hereby as second party may determine, with no duty on second party to collect same.

12. In the event second party becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described above), second party may also recover of first party all costs and expenses reasonably incurred by the mortgagee, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by second party shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by second party until paid at the highest rate provided in said note.

13. This instrument is subject to the Federal Farm Loan Act and all acts amendatory thereof and supplementary thereto, and regulations issued thereunder. All rights, powers, privileges, options and remedies and rights allowed by law, may be pursued concurrently, and 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. All obligations of, and assignments by, first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party.

WITNESS my hand and seal, this the day and year first above written.

Signed, Sealed, and Delivered
in the presence of:

Inez Cooper
William J. Barton

W. Frank Eagle (Seal)

(Seal)

(Seal)

(Seal)