

the parties hereto that the said mortgagor shall keep the building erected, or to be erected, upon said premises insured against fire or lightning for the insurable value thereof, payable in case of loss to the holder of this mortgage, as interest may appear. The said insurance to be maintained in such companies as the mortgagee may select from time to time, and the policies for the same to be delivered to and retained by said mortgagee.

And, it is further agreed that J. H. & Frankie N. Bayne will pay all taxes and assessments of every character when due, which are now or may hereafter become liens on said real estate; also all taxes assessed against the mortgagee in the State of South Carolina on the notes, mortgage or debt secured hereby provided the amount of such taxes together with the interest on the loan secured hereby does not exceed the maximum rate, in which event the mortgagee may at its option pay the excess or declare the entire debt secured hereby immediately due and payable. and we do further agree to pay, when the same become due, all assessments for public improvements which may be levied against said real property.

And it is further agreed, by and between the parties that upon default being made in the payment of any of said notes or the interest thereon, or of the insurance premiums, or of the taxes, or of the assessments, hereinbefore mentioned, which same shall severally become payable, to the entire amount of the debt secured or intended to be secured hereby, shall become due, at the option of the said mortgagee, although it may be limited for the payment thereof may not then have expired.

And it is further agreed by and between the said parties, that should any legal process be instituted for the foreclosure of this mortgage, should the mortgagee become a party to any suit involving this mortgage or the title to the real estate described herein, or should the debt secured be placed in the hands of an attorney-at-law for collection by suit or otherwise, that costs and expenses incurred by the mortgagee including a reasonable counsel fee (of not less than ten (10) per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be re-