

Continued from reverse side:

This is the identical property conveyed to the mortgagors herein by deed of J. A. Sydorwicz and Katherine Sydorwicz, dated February 29, 1972, to be recorded herewith in the R. M. C. Office for Greenville County, South Carolina.

The said parties of the first part (Mortgagors) hereby covenant and agree that this is a purchase money mortgage which is executed and delivered as security for the purchase money paid as consideration for the conveyance of the above described property.

It is agreed between the parties hereto, that in the event that the property covered by this mortgage is sold or conveyed by gift by the mortgagor during the term of this mortgage, or if the title shall become vested in any other person in any manner whatsoever other than by death of the mortgagor, then in such event mortgagee may, at its option, declare the whole amount hereunder at once due and payable, together with costs and attorney's fees, and shall have the right to foreclose this mortgage.

In the event the mortgagee elects not to take the whole amount hereunder due and payable, the mortgagors agree to furnish adequate information regarding such sale. The said parties of the first part hereby covenant and agree that this is a purchase money mortgage which is executed and delivered as security for the purchase money paid as consideration for the conveyance of the above described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

Thomas & Hill, Inc., a West Virginia corporation, with its principal place of business at 818 Virginia Street, East, Charleston, West Virginia 25327 its successors and assigns forever. And we do

hereby bind ourselves and our heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Thomas & Hill, Inc., a West Virginia corporation, with principal place of business at 818 Virginia Street, East, Charleston, West Virginia 25327 its successors and assigns from and against ourselves and our heirs, executors, administrators and assigns and all others whomsoever lawfully claiming or to claim the same or any

part thereof and our heirs, executors, administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the ensealing of these presents I was well seized of the above described premises as a good and indefeasible estate in fee simple and have good right to sell and encumber and convey the same, and that the same are free from all encumbrances and liens whatsoever.

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES:

1. Before they become delinquent, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagee or its assigns on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the mortgagee, and will immediately deliver to the mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately or on demand at the option of the mortgagee with interest at six (6%) per cent per annum and shall be secured by this instrument.

2. The mortgagor will keep the buildings on said premises insured against loss by fire and tornado in companies and amounts satisfactory to and with loss made payable to the mortgagee and deliver the policies marked "Paid" to the mortgagee and renewals thereof at least seven days before the expiration of the old policies. In default thereof, the mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the mortgagee, with interest at six (6%) per cent per annum and shall be secured by this instrument. At the option of the mortgagee, the proceeds of loss under any policy whether endorsed payable to the mortgagee or not, may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the mortgagor or any other person for payment or the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not.

3. Such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagor and secured by this instrument. And it is further agreed that in case the debt secured by this mortgage or any part thereof is collected by suit or action, or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure the said mortgagor shall be chargeable with all costs of collection including five (5%) per cent of the principal and interest on the amount involved as attorney's fees which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

Mortgage Assigned to: Valley Federal Savings
and Loan Association
Thomas & Hill, Inc
18th of April 19 72 APPLICATION # 1230
1230 of R. M. C. MORTGAGES ON PAGE 672
17th of April 19 72 # 29125