

1322-1320

The Mortgage instrument covers and agrees as follows:

1. That this mortgage shall secure the Mortgage for such further sums as may be advanced hereafter at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee's right to sell the premises, realty, fixtures or contents thereof, to satisfy the debt secured hereunder to the Mortgagee or his assigns, should it not be paid by the Mortgagor on or before the date hereon set forth. All sums so advanced shall bear interest at the same rate as the original advance and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

2. That it will keep the premises in good repair and hereafter created or hereafter created in good repair, and as may be required from time to time by the Mortgagee or its assigns, and pay all other charges specified by Mortgagee, and in no event less than the mortgage debt, or such reasonable sums as may be required by the Mortgagee, and in compliance with all laws, ordinances and regulations of the local jurisdiction shall be held by the Mortgagee, and the Mortgagor shall be bound to pay the charges in favor of said premises, and shall be bound to pay all taxes and other charges therefor which shall be lawfully assessed to the Mortgagor, and the Mortgagee shall have the power to insure the mortgaged premises and does hereby authorize each assignee of the Mortgagee to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

3. That it will keep the premises in good repair and hereafter created in good repair, and in the case of a construction loan, that it will continue construction until completion of the same, and should it fail to do so, the Mortgagee may at its option enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the Mortgagor.

4. That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises, from and after any default hereunder, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

6. That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

7. That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

8. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 10th day of September 19 74.  
SIGNED, sealed and delivered in the presence of:

*Thomas Biny*  
*Herbert S. Victor*  
*Foster M. Garner* (SEAL)  
Foster M. Garner  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as it's act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 10th day of Sept 19 74  
*Thomas Biny* (SEAL)  
*Herbert S. Victor*  
My Commission Expires 4-7-79

STATE OF SOUTH CAROLINA }  
COUNTY OF }

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 10th day of Sept 19 74  
*Thomas Biny* (SEAL)  
*Regina J. Garner*

Notary Public for South Carolina.  
My Commission Expires 4-7-79

RECORDED SEP 11 '74 6994

Register of Mesne Conveyance  
Greenville County  
THOMAS C. BRISSEY  
ATTORNEY AT LAW  
110 MAINLY STREET  
GREENVILLE, SOUTH CAROLINA 29601  
2.4 Acres= Part Lot 11  
Rolling Green Circle Butler Tp.  
I hereby certify that the within Mortgage has been this 11th day of September 19 74  
at 2:58 P. M. recorded in Book 1322 of Mortgages, page 319. As No. 6994

TO  
SOUTHERN BANK AND TRUST COMPANY  
FOSTER M. GARNER  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
THOMAS C. BRISSEY  
Attorney At Law  
5-252  
SEP 11 1974  
6994

2-A 8284