

- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, levies or demands against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby assumes all rents, issues and profits of the mortgaged premises from and after any default thereon, and agrees that it shall defend proceedings instituted pursuant to this instrument, sue, judge having jurisdiction, at all Chambers or otherwise appear as 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable, and the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor 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 Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagor, 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 described 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 forever discharged, otherwise to remain in full force and effect.
- (8) That the covenants herein contained shall bind, and the heirs and successors of the parties hereto, to the principal, 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.
- (9) If the mortgagor should convey the property or any interest therein, to any other party without first obtaining written consent from the mortgagor, or should a creditor, receiver, or trustee in bankruptcy obtain an interest in the property or should any party obtain an interest by attachment or any means other than inheritance (or will), or should the mortgagor or the mortgagor be made a party to any action involving the title to the mortgaged premises, or which might affect the security granted by the mortgagor, then the entire principal balance, with interest and service charge accruing thereon, shall become immediately due and payable at the option of the mortgagor.

- (10) Mortgagor shall be entitled to receive any sums which have been, or may be awarded in action, for the condemnation of the premises or any part thereof for public use and sum which may be awarded mortgagor for damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagor, and mortgagor upon request by mortgagor agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagor, at the option, to collect and receive the same. Unless otherwise agreed, any sum received by mortgagor under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the reverse order of the maturity.
- (11) If mortgagor fails to pay any installment of principal or interest or any other amount on any prior mortgage when the same becomes due, mortgagor may pay the same, and in addition, on demand will repay the amount so paid with interest thereon at the rate set forth in the note, and the same shall be added to the mortgage indebtedness and be secured by this mortgage.

WITNESS the Mortgagor's hand and seal this
SIGNED, sealed and delivered in the presence of

Robert W. Hooper

14th day of November 19 77

Robert W. Hooper *SEAL*
Robert W. Hooper *SEAL*

SEAL

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

PROBATE

I, the undersigned Notary Public, do hereby verify unto all whom it may concern, that the within named mortgagor, sign, seal and affix his act and deed deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

SACRAMENTED this 14th day of Nov. 19 77
Notary Public for South Carolina
My Commission Expires May 8, 1984

Robert W. Hooper

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

KINNICKINNICK OR DOWER

I, the undersigned Notary Public, do hereby verify unto all whom it may concern, that the undersigned wife, widow of the above named mortgagor 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 whatsoever, renounce, release and forever relinquish unto the mortgagor, and the mortgagor'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

14th day of Nov. 19 77
Notary Public for South Carolina
My commission expires May 8, 1984

Phyllis D. Hooper
Phyllis D. Hooper

SEAL

15-171

CN MORTGAGES, INC.

Mortgage of Real Estate

PYLE & LEAPHART X-5171
STATE OF SOUTH CAROLINA X-5171
COUNTY OF GREENVILLE 1977
Robert W. Hooper *Q*

4328 MW21

RECORDED NOV 17 1977 At 3:59 P.M.
Book 1416 at Mortgage page 77
I hereby certify that the within Mortgage has been
recited to me on the 17th day of November
in 77 at 3:59 P.M. recorded in
Register of Deeds Conveyance Greenville County
STATE OF SOUTH CAROLINA
COUNTY OF

Read in full and fully satisfied this day

CN MORTGAGES, INC.

19

Witness

\$ 7,310.27
Pt. Lots 9 & 10 Sec. C