

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for any further taxes, assessments, real levies or credits that may be made hereafter to the Mortgagor by the Mortgagor so long as the total indebtedness thus created does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage itself and shall be payable on demand of the Mortgagor unless otherwise provided in writing.
- (2) That it will keep the property now existing or hereafter erected on the mortgaged property in good repair, as may be required from time to time by the Mortgagor against loss or damage and any other hazards specified by Mortgagor in an amount not less than the mortgagor debt, or in such amounts as may be required by the Mortgagor, and in companies a copable to it, and that all such leases and renewals thereof shall be held by the Mortgagor subject to the terms and conditions payable clauses in favor of and in form acceptable to the Mortgagor, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and does hereby in the event each insurance company fails to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgagor debt, whether due or not.
- (3) That it will keep the property now existing or hereafter erected in good repair and, in the case of a construction loan, that it will certain necessary to make good any deficiency in the amount of the construction loan, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary and deduct the completion of any construction work underway, and charge the expenses for such repairs or the completion of any construction to the mortgagor debt.
- (4) That it will pay when due all taxes, assessments and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all zoning laws 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 possession and the exercise 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 monies then owing by the Mortgagor to the Mortgagor 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 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, or be sued or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately or 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 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 **August, 1978**.

SIGNED, sealed and delivered in the presence of:

Doris J. Sampson
Doris L. Jones

F. C. Pickens (SEAL)
Mirtle C. Pickens (SEAL)
____ (SEAL)
____ (SEAL)



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its 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 **August, 1978.**

Doris L. Jones (SEAL)
Notary Public for South Carolina.

My Commission Expires: **May 8, 1979**

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 mortgagor(s) and the mortgagee(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 **August, 1978.**
Doris J. Sampson (SEAL)
Notary Public for South Carolina.

My Commission Expires: **May 7, 1979**

Mirtle C. Pickens

45-19

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

F. C. PICKENS AND
MIRTLE C. PICKENS

AUG 10 1978

X 45-19X

RECORDED AUG 10 1978 at 4:38 P.M.

TO
SOUTHERN BANK AND TRUST
COMPANY
306 East North Street
Greenville, S. C. 29601

I hereby certify that the within Mortgage has been this **10th** day of **August, 1978**, recorded in Book **11110** on page **913**.
Register of Deeds Conveyance Greenville County

Mortgage of Real Estate

LAW OFFICES OF

Donald James Sampson, Esquire
108 Lavinia Avenue
Post Office Box 772
Greenville, South Carolina
29602

Also Lot Rebecca & Diane St.
Cross-Portions
Lot Rebecca St.

AUG 10 1978

4328 RV2