

1400 100 204

The Mortgagee further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee 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 for any further loans, advances, realizations or credits that may be made hereafter to the Mortgagee by the Mortgagee, so long as the total indebtedness secured hereunder shall not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the premises, whether existing or hereafter erected on the mortgaged property, in good repair and as may be required from time to time by the Mortgagee or by law, and any other hazards specified by Mortgagee, in a amount not less than the mortgage debt, or such amount as may be determined by the Mortgagee, and in compliance therewith shall be held by the Mortgagee, and it will pay all expenses therefor which it may be required to pay to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby assign to the Mortgagee the right to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the mortgage debt, whether or not.
- (3) That it will keep the premises, whether existing or hereafter erected in good repair, and in the case of a construction loan, that it will complete the construction of the premises, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, and complete the same, and charge the expenses for such repairs or the completion of the construction to the Mortgagee.
- (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 fee to be fixed by the Court in the event said premises are occupied by the mortgagee and after deducting all charges and expenses attending such proceedings 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 Mortgagee 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 or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be removed and collected hereunder.
- (7) That the Mortgagee 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 Mortgagee 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 herein. 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 Mortgagee's hand and seal this 22nd day of January, 1979.

SIGNED, sealed and delivered in the presence of:

Eric Chandler (SEAL)  
Robert Joe Gaines, Jr. (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA } PROBATE  
 COUNTY OF GREENVILLE }

Personally appeared the undersigned witness and made oath that she saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that she is by with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 22nd day of January, 1979.

Eric Chandler (SEAL)  
 Notary Public for South Carolina

STATE OF SOUTH CAROLINA } RESCINDATION OF DOWER  
 COUNTY OF } (Not Necessary-Mortgagor single)

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 whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(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

day of \_\_\_\_\_ 1979.

\_\_\_\_\_  
 (SEAL)  
 Notary Public for South Carolina

RECORDED JAN 29 1979 at 4:42 P.M.

STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE

Robert Joe Gaines, Jr.

TO  
 Robert Joe Gaines  
 1 Pine Ridge Drive  
 Greenville, South Carolina

Mortgage of Real Estate

\_\_\_\_\_  
 (SEAL)  
 Notary Public for South Carolina

I hereby certify that the within Mortgage has been this 29th day of January, 1979 at 4:42 P.M. recorded in Book 2456 at No. 263

Register of State Court/County  
 Greenville County

LAW OFFICES OF  
 LARRY H. COOKE  
 \$8,000.00  
 Pt. 100 2 Old Grove Rd.  
 & Pine Ridge Dr.

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2-AW 6237