

RETURN TO: WISCONSIN EVANGELICAL LUTHERAN SYNOD
3512 WEST NORTH AVENUE
MILWAUKEE, WISCONSIN 53208

9001587 FAS 627

THIS MORTGAGE, made this 10th day of February 19 82, between Abiding Peace Evangelical Lutheran Church whose address is Greenville, South Carolina, hereinafter referred to as the Mortgagor, and WISCONSIN EVANGELICAL LUTHERAN SYNOD a Wisconsin Corporation, whose address is 3512 West North Avenue, Milwaukee, Wisconsin 53208, hereinafter referred to as the Mortgagee, witnesseth:

Eight Thousand Five Hundred Seventy

The Mortgagor, for and in consideration of the sum of Three & 89/100 dollars (\$ 80,573.89) Dollars, the receipt whereof is hereby acknowledged, and for the purpose of securing the repayment of said sum with interest as hereinafter provided, and the performance of the covenants hereinafter contained, does hereby MORTGAGE AND WARRANT unto the Mortgagee, its successors and assigns, the following described real estate situated in the City of Greenville, County of Greenville, State of South Carolina, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

together with all and singular the tenements, hereditaments and appurtenances thereunto, including all apparatus, articles, fixtures, and equipment of every nature and kind whether now on the said premises or hereafter placed or installed therein or thereon whether physically attached thereto or not, are and shall be deemed to be fixtures and an accession to the free-hold and a part of the realty and a portion of the security for the indebtedness herein mentioned and subject to the lien of this mortgage, and may be included as a part of the realty in the event of a foreclosure hereof.

In addition to the sum above mentioned, this mortgage shall also secure any and all further loans or indebtedness owed or to be owed by the Mortgagor to the Mortgagee. The obligation to further advances or re-advances shall be optional with the Mortgagee.

The said Mortgagor does hereby covenant, promise and agree to and with the Mortgagee as follows:

1. That the Mortgagor will pay to the Mortgagee according to the terms of a promissory note bearing even date herewith, or any renewal or extension thereof, and to pay when due any additional sums which Mortgagor may now or hereafter owe Mortgagee.
2. That the Mortgagor holds a free, clear and unencumbered fee simple title to said mortgaged property and will forever warrant and defend the same.
3. That the Mortgagor shall pay, or cause to be paid, all taxes and special assessments of whatever nature, which may be levied upon the premises above described, and as soon after as the same may become due and payable, and shall deposit with the Mortgagee within thirty (30) days after the same become due and payable the tax receipts showing the payments of the same, and that in default of paying such taxes and special assessments it shall and may be lawful for the Mortgagee to pay the same, and the said sum, when paid, shall constitute and be a lien on the said mortgaged premises, secured by the said mortgage, due and payable forthwith, and bearing interest at the same rate as on any other unpaid principal due hereunder. Provided further that Mortgagee, at his option, may elect to foreclose this mortgage for such default in accordance with the provisions contained in paragraph 6 hereof.
4. That the Mortgagor shall and will keep the buildings, erected and to be erected upon the premises above conveyed, insured against loss and damage by fire and other hazards and casualties in such companies, in such amounts, and for such periods as shall be satisfactory to the Mortgagee, and shall pay when due all premiums on such insurance, and deposit with the Mortgagee the original policies of insurance properly endorsed; and in default thereof, it shall be lawful for the Mortgagee to effect such insurance, and the premium so paid shall be added to the amount secured by these presents, and payable on demand with interest at the same rate as on any other unpaid principal due hereunder. Provided further that Mortgagee, at his option, may elect to foreclose this mortgage for such default in accordance with the provisions contained in paragraph 6 hereof.
5. That the Mortgagor shall abstain from the commission of waste on said property and shall keep the buildings which are or shall be located thereon in good repair and shall comply promptly with all laws, ordinances, regulations and requirements of any governmental body affecting said property or the use thereof. If said property or any part thereof shall require inspection, repair or care of any kind which the Mortgagor shall fail to provide, the Mortgagee may, after notice to the Mortgagor, enter, inspect, repair and care for said property and pay such amounts therefore, as in its sole judgment it may deem necessary, and may at Mortgagee's option add such sums expended to the unpaid principal due hereunder to bear interest as herein before stated, or may elect to foreclose this mortgage for this default or the part of the Mortgagor in accordance with the provisions of paragraph 6 hereof.
6. That if any default be made in the payment of any principal or interest due hereunder or according to said note, or in the payment of any principal or interest of indebtedness resulting from such other sums heretofore or hereafter advanced or according to the note or notes given therefore, or in the performance of any other covenants of this mortgage or the note secured hereby, or any part thereof, by the Mortgagor, or if he shall allow or permit any legal or equitable liens to stand or be placed against said property which will in any way affect or weaken the security herein given, or shall do any act whereby said property is made less valuable, and if such default shall continue for thirty days, then thereafter at the election of the Mortgagee the whole of said principal and the interest thereon shall be immediately due and payable, and no notice, other than the commencement of proceedings to foreclose this mortgage or collect such moneys, shall be required to be given of such election. In case of any such default the Mortgagee is hereby authorized to sell and convey said property, with the appurtenances thereunto belonging, at public auction, and execute to the purchaser or purchasers, good and sufficient deed or deeds of conveyance of said property, pursuant to the statute in such case provided; and after deducting said principal and interest, the amounts paid for taxes, assessments, insurance, repairs, encumbrances, abstracts and tax histories, with interest, as hereinbefore provided, all legal costs, and an attorney fee as provided by law, pay the surplus moneys, if any, to the Mortgagor, its representatives or assigns.
7. That if the Mortgagor shall convey, assign or transfer all or any part of the mortgaged premises, by deed, land contract, or otherwise, or if any other person or persons shall become vested of the title thereto, this mortgage shall at the option of the Mortgagee, become due and payable forthwith. Neither waiver of acceleration nor subsequent dealings with such transferee or assignee shall be deemed to release or discharge Mortgagor's obligations under this mortgage or under the note secured thereby.

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