4328 RV.2

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 Moragagor 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 included the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

FILED GREENVILLE CO. S. C.
JUN 2 2 22 PM '72
DONNIE S. TANKERSLEY R.M.C.

WITNESS the Mortgagor's hand and seal this 12 day of May 19 72
SIGNED, sealed and delivered in the presence of:

Juliet E. Nolin (SEAL)

Geraldine Heleh (SEAL)

For REM to this Assn see Book 1236 Page 41

ASSIGNING MORTGAGE AND NOTE June 3, 1974

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, Patricia Elaine Peden, Executrix of the estate of Marie M. Peden do hereby assign, set over and transfer to Patricia Elaine Peden and Ralph F. Peden individually the within Mortgage and the Note which it secures. (SEAL)

WITNESS

Linda H. Grayson

Dorothy L. Nelson

Patricia Elaine Peden (SEAL)

ESTATE OF MARIE M. PEDEN
BY PATRICIA ELAINE PEDEN,
EXECUTRIX

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

RECORDED JUN 3'74 30782

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 12 day of May 19 72

Juliet E. Nolin (SEAL)

Notary Public for South Carolina.
My commission expires July 14, 1977

Geraldine Heleh

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

day of May 19 72

Alice B. Lane

Juliet E. Nolin (SEAL)

Notary Public for South Carolina.
My commission expires

Recorded June 2, 1972 at 2:44 P. M., #32978

ROBERT E. NOLIN, ATTY.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ALBERT D. LANE

Mail Mortgage TO

MARIE M. ~~PEDEN~~ Patricia E. Peden
52 Downing St.
Columbia S.C.
29209

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 2nd day of June 19 72 at 2:44 P. M. recorded in Book 1236 of Mortgages, page 41, As No. 32978

Register of Mesne Conveyance Greenville County

W. A. Seybt & Co., Office Supplies, Greenville, S. C.
Form No. 142

9,000.00

part Lot 12, Pendleton St,
Perry Ave. annex. City

1312 529

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