

11326-900

(5) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(6) 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 environmental and municipal laws and regulations affecting the mortgaged premises.

(7) That it hereby waives 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 therefrom and a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all costs 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.

(8) 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 this mortgage may be foreclosed. Should no legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party of the 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 an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall be recovered and collected hereunder.

(9) That the Mortgagor shall hold and own 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.

(10) 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 31st day of October

1974.

Virgil L. Ashmore, Jr.

(SEAL)

SIGNED sealed and delivered in the presence of

Mary S. Rose

L. Maurice Ashmore

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF

I, personally appeared the undersigned witness and made oath that to the best of the within named mortgagor sign, seal and affix his act and deed before the within witness instrument and that is he, with the other witness, subscriber above witnessed the execution thereof.

SWORN to before me this 31st day of October

1974.

L. Maurice Ashmore (SEAL)
Notary Public for South Carolina
My Commission Expires 4-7-79.

Mary S. Rose

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY OF

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 mortgagee(s) heirs or successors and assigns, all her interest and estate, and all her right and claim of dower in, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

31st day of October 1974.
L. Maurice Ashmore (SEAL)
Notary Public for South Carolina
My Commission Expires 4-7-79.

Virgil L. Ashmore, Jr.

RECORDED NOV 1 '74 11372

HORTON, DRAYD, MARCHBANKS, ASHMORE, CHAPMAN & BROWN
RECORDING FEE NOV 1 1974 \$11.72
PAID \$ 2.50
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO
Richard D. Wooten

Mortgage of Real Estate

I hereby certify that the within Mortgage has been duly filed on the _____ day of _____ November _____ 1974.

at 10:39 A.M. recorded in Book 1326 of
Mortgages, page 659. As No. 11372

Register of Deeds Conveyance Greenville County

\$ 7,688.53
Horton, Drayd, Marchbanks, Ashmore,
Chapman & Brown, P.A.
307 Greenville Street
P.O. Box 10187 P.B.
Greenville, South Carolina 29603

11.66 Acs. Jonesville Rd.
Austin Tp.

4328 R.W.2