

ALSO: Lot No. 43 on the southwestern side of Apopka Avenue shown on Plat of Leawood Extension, recorded in the RMC Office for Greenville County, S.C. in Plat Book "M", at Page 35. Said lot fronts 50 feet on the southwestern side of Apopka Avenue and runs back in parallel lines to a depth of 150 feet and is 50 feet across the rear.

(3) 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 Mortgagee 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.

(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 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 Mortgagor 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 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 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 21st day of March 1975 .  
SIGNED, sealed and delivered in the presence of:

*John P. Mann*  
*John P. Mann*

SOUTHERN INDUSTRIAL MECHANICAL, INC. (SEAL)

BY: *Charles R. ...* (SEAL)  
President

BY: *Robert P. ...* (SEAL)  
Vice-President

Formerly Southern Plumbing & Heating Co., Inc.. (SEAL)



STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

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 21st day of March 1975 .

*John P. Mann* (SEAL)  
Notary Public for South Carolina  
My Commission Expires 5/19/79

*John P. Mann*

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER UNNECESSARY  
MORTGAGOR IS A CORPORATION

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 March 19

(SEAL)  
Notary Public for South Carolina  
My Commission Expires

RECORDED MAR 21 1975 At 2:50 P.M. # 21868

Recorder of Merit Conveyance Greenville County  
\$ 75,000.00  
Lots 22 thru 27 Piney Mt Rd. Lots  
38 thru 41 Apopka Ave. also pt lots  
JOHN P. MANN  
Attorney at Law  
Greenville, South Carolina  
20 & 21 Apopka Ave. Paris-Piney  
Park also pt lots 35 & 43  
Apopka Ave. "Leawood Ests"

I hereby certify that the within Mortgage has been this 21st  
day of March 1975  
at 2:50 P.M. recorded in Book 1234 of  
Mortgages, page 310 As No. 21868

Mortgage of Real Estate

BANKERS TRUST OF SOUTH CAROLINA, N.A.

TO

SOUTHERN INDUSTRIAL MECHANICAL, INC.  
(Formerly Southern Plumbing & Heating Co., Inc.)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

John P. Mann, Attorney

MAR 21 1975

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